

CONFORMED COPY

ASTRAZENECA PLC
ASTRAZENECA FINANCE LLC
U.S.\$10,000,000,000
EURO MEDIUM TERM NOTE PROGRAMME
GUARANTEED BY
ASTRAZENECA PLC (IN RESPECT OF NOTES ISSUED BY ASTRAZENECA
FINANCE LLC)

AMENDED AND RESTATED AGENCY
AGREEMENT

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THIS AGREEMENT is made on 24 May 2021

BETWEEN:

- (1) **ASTRAZENECA PLC** and **ASTRAZENECA FINANCE LLC** (each an "**Issuer**" and together the "**Issuers**");
- (2) **ASTRAZENECA PLC** as guarantor of the Guaranteed Notes issued by AstraZeneca Finance LLC (the "**Guarantor**");
- (3) **DEUTSCHE BANK TRUST COMPANY AMERICAS** as ICSD registrar, ICSD transfer agent and an ICSD paying agent in respect of each Series of Notes (other than CMU Notes) (the "**ICSD Registrar**");
- (4) **DEUTSCHE BANK AG, LONDON BRANCH** as principal paying agent (the "**Principal Paying Agent**" and ICSD transfer agent ("**ICSD Transfer Agent**"), which expression shall include any successor to Deutsche Bank AG, London Branch in its capacity as such);
- (5) **DEUTSCHE BANK AKTIENGESELLSCHAFT, HONG KONG BRANCH** (incorporated in the Federal Republic of Germany and members' liability is limited) with its principal place of business in Hong Kong at Level 60, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong, as CMU lodging and paying agent, as CMU transfer agent and as CMU registrar in respect of CMU Notes (the "**CMU Lodging and Paying Agent**", "**CMU Transfer Agent**" (and together with the ICSD Transfer Agent, the "**Transfer Agents**" and each, a "**Transfer Agent**") and "**CMU Registrar**" (and together with the ICSD Registrar, the "**Registrars**") which expressions shall include any successor to Deutsche Bank Aktiengesellschaft, Hong Kong Branch in such capacities); and
- (6) **DEUTSCHE TRUSTEE COMPANY LIMITED** as trustee (the "**Trustee**", which expression shall include all persons for the time being appointed trustee or trustees under the Trust Deed).

WHEREAS:

- (A) The Issuers and the Guarantor have established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of notes (the "**Notes**") in connection with which the Guarantor has entered into an amended and restated agency agreement most recently amended and restated on 10 June 2020 (the "**Original Agency Agreement**").
- (B) The Notes are constituted by, have the benefit of and are in all respects subject to a trust deed most recently amended and restated on 24 May 2021 (as further amended, supplemented or restated from time to time, the "**Trust Deed**") made between the Issuers, the Guarantor and the Trustee.
- (C) Notes may be issued on the basis that they will be admitted to listing, trading and/or quotation by one or more listing authorities, stock exchanges and/or quotation systems. The Issuers have made applications for Notes issued under the Programme to be admitted to listing on the Official List of the Financial Conduct Authority (the "**FCA**") and to trading on the Main Market of the London Stock Exchange plc (the "**London Stock Exchange**").

- (D) In connection with the Programme, the Issuers and the Guarantor have entered into an amended and restated dealer agreement dated 24 May 2021 (as amended, supplemented or restated from time to time, the "**Dealer Agreement**") and prepared a base prospectus dated 24 May 2021 (the "**Base Prospectus**", which expression includes any further base prospectus prepared in connection with the admission to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system by which any Notes may from time to time be admitted to listing, trading and/or quotation together with any information incorporated therein by reference) which has been approved by the FCA as a base prospectus issued in compliance with Part VI of FSMA and Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**").
- (E) Notes issued under the Programme may be issued either (1) pursuant to the Base Prospectus describing the Programme and Final Terms describing the final terms of the particular Tranche of Notes or (2) pursuant to a prospectus (the "**Drawdown Prospectus**") which relates to a particular Tranche of Notes to be issued under the Programme.
- (F) The Issuers, the Guarantor, the Trustee and the Agents (as defined below) wish to amend and restate the Original Agency Agreement on the terms set out herein and to record certain arrangements which they have made in relation to the Notes to be issued under the Programme.

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

All terms and expressions which have defined meanings in the Base Prospectus, the Trust Deed or the Dealer Agreement shall have the same meanings in this Agreement except where the context requires otherwise or unless otherwise stated. In addition, in this Agreement the following expressions have the following meanings:

"**Agents**" means the Paying Agents, the Registrars, the Transfer Agents and any Calculation Agent and "**Agent**" means any one of the Agents.

"**AstraZeneca PLC Issuer-ICSDs Agreement**" means the agreement entered into between AstraZeneca PLC and the ICSDs with respect to the settlement in the ICSDs of Notes in new global note form or Global Registered Notes to be held under the NSS.

"**AstraZeneca Finance LLC Issuer-ICSDs Agreement**" means the agreement entered into between the AstraZeneca Finance LLC and the ICSDs with respect to the settlement in the ICSDs of Notes in new global note form or Global Registered Notes to be held under the NSS.

"**Authorised Signatory**" means any officer of the relevant Issuer or Guarantor, as the case may be, or any other person or persons notified to the CMU Lodging and Paying Agent and Principal Paying Agent by any officer of the relevant Issuer or Guarantor, as the case may be, as being an Authorised Signatory pursuant to Clause 2.4.

"**Calculation Agent**" means, in relation to any Series of Notes, the institution appointed as calculation agent for the purposes of such Notes and named as such in the relevant Final Terms or Drawdown Prospectus (as the case may be), in the case of the Principal Paying Agent or CMU Lodging and Paying Agent, pursuant to Clause 11 (*Appointment and duties of the Calculation Agent*), in the case of a Dealer, pursuant to clause 8 (*Calculation Agent*) of the Dealer Agreement and, in the case of any other institution pursuant to a letter of appointment in, or substantially in, the form set out in Schedule 3 (*Form of Calculation Agent Appointment Letter*) and, in any case, any successor to such institution in its capacity as such.

"**CGN Permanent Global Note**" means a Permanent Global Note representing Notes for which the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) specify that the New Global Note form is not applicable.

"**CGN Temporary Global Note**" means a Temporary Global Note representing Notes for which the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) specify that the New Global Note form is not applicable.

"**CMU**" means the Central Moneymarkets Unit Service operated by the HKMA.

"**CMU Issue Position Report**" shall have the meaning specified in the CMU Rules.

"**CMU Main Account**" means an account, other than a custody account, within the CMU of a person who has entered into an appropriate membership agreement with the HKMA.

"**CMU Member**" means any member of the CMU.

"**CMU Notes**" means any Notes lodged with the CMU.

"**CMU Reference Manual**" means the reference manual relating to the operation of the CMU issued by the HKMA to CMU Members, as amended from time to time.

"**CMU Rules**" means all requirements of the CMU for the time being applicable to a CMU Member and includes: (a) all the obligations for the time being applicable to a CMU Member under or by virtue of its membership agreement with the CMU and the CMU Reference Manual; (b) all the operating procedures as set out in the CMU Reference Manual for the time being in force in so far as such procedures are applicable to a CMU Member; and (c) any directions for the time being in force and applicable to a CMU Member given by the HKMA through any operational circulars or pursuant to any provision of its membership agreement with the HKMA or the CMU Reference Manual.

"**Common Safekeeper**" means an ICSD in its capacity as common safekeeper or a person nominated by the ICSDs to perform the role of common safekeeper.

"**Common Service Provider**" means a person nominated by the ICSDs to perform the role of common service provider.

"**Conditions**" means the terms and conditions of the Notes as set out in Schedule 1 to the Trust Deed, except that, in relation to any particular Tranche of Notes, it means the Conditions as completed by the relevant Final Terms or as supplemented, amended

and/or replaced by the relevant Drawdown Prospectus or Securities Note (as the case may be) and any reference to a numbered Condition shall be construed accordingly.

"**FATCA**" means Sections 1471 and 1472 of the Internal Revenue Code of 1986, as amended (the "**Code**"), including, pursuant to an agreement described in section 1471(b)(1) of the Code, under any intergovernmental agreement implementing such provisions of the Code or any laws implementing any of the foregoing;

"**FATCA Withholding**" means any withholding or deduction required pursuant to an agreement described in section 1471(b) of the Code, or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

"**Final Terms**" means the final terms document substantially in the form set out in the Programme Manual which will be completed at the time of the agreement to issue each Tranche of Notes and which, in circumstances where there will be the publication of final terms under the UK Prospectus Regulation, will constitute final terms for the purposes of Article 8 of the UK Prospectus Regulation.

"**Global Note**" means a CGN Temporary Global Note, a CGN Permanent Global Note, an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note.

"**HKMA**" means The Hong Kong Monetary Authority.

"**ICSDs**" means Clearstream, Luxembourg and Euroclear.

"**Issuer-ICSDs Agreements**" means the AstraZeneca PLC Issuer-ICSDs Agreement and the AstraZeneca Finance LLC Issuer-ICSDs Agreement.

"**Local Banking Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the city in which the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent has its Specified Office.

"**Local Time**" means the time in the city in which the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent has its Specified Office.

"**Master Global Note**" means a Master Temporary Global Note, a Master Permanent Global Note or a Master Global Registered Note;

"**Master Global Registered Note**" means a Global Registered Note which is complete except that it requires:

- (a) a copy of the Final Terms or Drawdown Prospectus or Securities Notes (or relevant parts thereof, as the case may be) in respect of the Tranche of Notes to which it will relate to be attached thereto;
- (b) completion by the Principal Paying Agent or the CMU Lodging and Paying Agent (as the case may be), on behalf of the Relevant Issuer, as to the details of the Tranche of Notes to which it will relate;

- (c) authentication by or on behalf of the ICSD Registrar or the CMU Registrar (as the case may be); and
- (d) in the case of a Global Registered Note to be held under the NSS, effectuation by or on behalf of the Common Safekeepers.

"Master Permanent Global Note" means a Permanent Global Note which is complete except that it requires:

- (a) a copy of the Final Terms or Drawdown Prospectus or Securities Note (or the relevant parts thereof, as the case may be) in respect of the Tranche of Notes to which it will relate to be attached thereto;
- (b) completion by the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, on behalf of the Relevant Issuer, as to the details of the Tranche of Notes to which it will relate;
- (c) authentication by or on behalf of the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent; and
- (d) in the case of an NGN Permanent Global Note, effectuation by or on behalf of the Common Safekeeper.

"Master Temporary Global Note" means a Temporary Global Note which is complete except that it requires:

- (a) a copy of the Final Terms or Drawdown Prospectus or Securities Note (or the relevant parts thereof, as the case may be) in respect of the Tranche of Notes to which it will relate to be attached thereto;
- (b) completion by the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, on behalf of the Relevant Issuer, as to the details of the Tranche of Notes to which it will relate;
- (c) authentication by or on behalf of the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent; and
- (d) in the case of an NGN Temporary Global Note, effectuation by or on behalf of the Common Safekeeper.

"NGN Permanent Global Note" means a Permanent Global Note representing Bearer Notes for which the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) specify that the New Global Note form is applicable.

"NGN Temporary Global Note" means a Temporary Global Note representing Bearer Notes for which the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) specify that the New Global Note form is applicable.

"NSS" or "New Safekeeping Structure" means a structure where a Global Registered Note which is registered in the name of a Common Safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg will be deposited on or about the issue date with the Common Safekeeper for Euroclear and/or Clearstream, Luxembourg.

"Paying Agents" means the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, and any substitute or additional paying agents appointed in accordance with this agreement.

"Permanent Global Note" means a Permanent Global Note substantially in the form set out in Schedule 2 Part B (*Form of Permanent Global Note for AstraZeneca PLC*) to the Trust Deed, in the case of Notes issued by AstraZeneca PLC and Schedule 2 Part H (*Form of Permanent Global Note for AstraZeneca Finance LLC*) to the Trust Deed in the case of Notes issued by AstraZeneca Finance LLC.

"Programme Manual" means the programme manual (containing suggested forms and operating procedures for the Programme) dated 24 May 2021 and signed for the purposes of identification by the Issuers, the Guarantor, the Trustee, the Principal Paying Agent and the CMU Lodging and Paying Agent, as the same may be amended or supplemented from time to time by agreement:

- (a) in the case of the Programme, between the Issuers, the Guarantor, the Trustee, the Principal Paying Agent, the CMU Lodging and Paying Agent, the Registrars and the Arrangers; or
- (b) in the case of a particular Tranche of Notes, between the Relevant Issuer, the Guarantor (in the case of Notes issued by AstraZeneca Finance LLC), the Trustee, the Mandated Dealer and, as the case may be, the Principal Paying Agent or the CMU Lodging and Paying Agent.

"Put Option Notice" means a notice of exercise relating to the put option contained in Condition 9(f) (*Redemption at the option of Noteholders*), substantially in the form set out in Schedule 4 (*Form of Put Option Notice*) or such other form as may from time to time be agreed between the Relevant Issuer, the Trustee and either the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, and distributed to each Paying Agent.

"Put Option Receipt" means a receipt delivered by a Paying Agent in relation to a Definitive Note or an Individual Note Certificate which is the subject of a Put Option Notice, substantially in the form set out in Schedule 5 (*Form of Put Option Receipt*) or such other form as may from time to time be agreed between the Relevant Issuer, Trustee and either the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, and distributed to each Paying Agent.

"Register" has the meaning set out in Clause 5 (*Transfer of Registered Notes*).

"Registrar" means the ICSD Registrar in relation to Notes of any Series (other than CMU Notes) and the CMU Registrar in relation to CMU Notes.

"Regulations" means the regulations concerning the transfer of Registered Notes as the same may from time to time be promulgated by the Relevant Issuer and approved by the Registrar (the initial regulations being set out in Schedule 6 (*Regulations Concerning Transfer and Registration of Registered Notes*)).

"Relevant Issuer" means, in relation to any Tranche of Notes, the Issuer which is, or is intended to be, the Issuer of such Notes as indicated in the applicable Final Terms;

"Replacement Agent" means either the Principal Paying Agent or, the CMU Lodging and Paying Agent or, in respect of any Tranche of Notes, the Paying Agent named as such in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be).

"Required Agent" means any Paying Agent (which may be the Principal Paying Agent) or Transfer Agent (which expression shall include, for the purposes of this definition only, the Registrar) which is the sole remaining Paying Agent or (as the case may be) Transfer Agent with its Specified Office in any particular place where a listing authority, stock exchange and/or quotation system by which the Notes are admitted to listing, trading and/or quotation requires there to be a Paying Agent, or, as the case may be Transfer Agent.

"Specified Office" of any Agent means the office specified against its name in Schedule 2 (*The Specified Offices of the Agents*) or, in the case of any Agent not originally party hereto, specified in its terms of appointment (or, in the case of a Calculation Agent which is a Dealer, specified for the purposes of clause 8 (*Calculation Agent*) of the Dealer Agreement) or such other office in the same city or town as such Agent may specify by notice to the Issuers and the other parties hereto in accordance with Clause 14.8 (*Change in Specified Offices*).

"Temporary Global Note" means a Temporary Global Note substantially in the form set out in Schedule 2 Part A (*Form of Temporary Global Note for AstraZeneca PLC*) to the Trust Deed, in the case of Notes issued by AstraZeneca PLC and Schedule 2 Part H (*Form of Permanent Global Note for AstraZeneca Finance LLC*) to the Trust Deed in the case of Notes issued by AstraZeneca Finance LLC).

"Trustee" includes all persons for the time being appointed trustee or trustees under the Trust Deed.

1.2 **Meaning of outstanding**

For the purposes of this Agreement (but without prejudice to its status for any other purpose), a Note shall be considered to be "outstanding" unless one or more of the following events has occurred:

- 1.2.1 *Redeemed or purchased*: it has been redeemed in full, or purchased under Condition 9(i) (*Redemption and Purchase - Purchase*), and in either case has been cancelled in accordance with Condition 9(j) (*Redemption and Purchase - Cancellation*);
- 1.2.2 *Due date*: the due date for its redemption in full has occurred and all sums due in respect of such Note (including all accrued interest) have been received by the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, and remain available for payment against presentation and surrender of such Note or (as the case may be) the relevant Coupons;
- 1.2.3 *Void*: all claims for principal and interest in respect of such Note have become void under Condition 14 (*Prescription*);

- 1.2.4 *Replaced*: it has been mutilated or defaced, or is alleged to have been lost, stolen or destroyed, and has been replaced pursuant to Condition 14 (*Replacement of Notes and Coupons*); or
- 1.2.5 *Meetings*: for the purposes of Schedule 4 (*Provisions for Meetings of Noteholders*) of the Trust Deed only, it is held by, or by any person for the benefit of, the Relevant Issuer, the Guarantor (in the case of Notes issued by AstraZeneca Finance LLC) or any of their Subsidiaries.

1.3 **Amendment and Restatement**

The Original Agency Agreement shall be amended and restated by this Agreement. Any Notes issued on or after the date of this Agreement shall be issued pursuant to this Agreement. This does not affect any Notes issued prior to the date of this Agreement, which continue to be governed by the Original Agency Agreement.

1.4 **Records**

Any reference in this Agreement to the records of an ICSD or the CMU shall be to the records that each of the ICSDs or CMU (respectively) holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD).

1.5 **Clauses and Schedules**

Any reference in this Agreement to a Clause or a sub-clause or a Schedule is, unless otherwise stated, to a clause or a sub-clause hereof or a schedule hereto.

1.6 **Principal and interest**

In this Agreement, any reference to principal or interest includes any additional amounts payable in relation thereto under the Conditions.

1.7 **Terms Defined in the Conditions and the Trust Deed**

Terms and expressions used but not defined herein have the respective meanings given to them in the Conditions and the Trust Deed.

1.8 **Other agreements**

All references in this Agreement to an agreement, instrument or other document (including the Dealer Agreement, the Trust Deed, the Base Prospectus and any Drawdown Prospectus or part thereof) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time. In addition, in the context of any particular Tranche of Notes, each reference in this Agreement to the Base Prospectus shall be construed as a reference to the Base Prospectus as supplemented and/or amended by the relevant Final Terms.

1.9 **Legislation**

Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted or superseded.

1.10 **Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Agreement.

2. **APPOINTMENT OF THE AGENTS**

2.1 **Appointment**

The Issuers and the Guarantor and, for the purposes of Clause 8.8 (*Paying Agents to act for Trustee*) only, the Trustee appoints each of the Agents at their respective Specified Offices as their agent in relation to the Notes for the purposes specified in this Agreement and in the Conditions and all matters incidental thereto.

2.2 **Acceptance of appointment**

Each of the Agents accepts its appointment as agent of the Issuers and the Guarantor and, in respect of Clause 8.8 (*Paying Agents to act for Trustee*), the Trustee in relation to the Notes and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto.

2.3 **Obligations several**

The obligations of the Agents are several and not joint.

2.4 **Authorised Signatories**

Upon the execution hereof and thereafter forthwith upon any change of the same, each of the Issuers shall deliver to the CMU Lodging and Paying Agent and the Principal Paying Agent a list of its Authorised Signatories, together with certified specimen signatures of the same.

3. **THE NOTES**

3.1 **Temporary Global Notes and Permanent Global Notes**

Each Temporary Global Note and each Permanent Global Note shall:

- 3.1.1 *Form:* be in substantially the form set out in (in the case of a Temporary Global Note issued by AstraZeneca PLC) Schedule 2 Part A (*Form of Temporary Global Note for AstraZeneca PLC*) to the Trust Deed, (in the case of a Permanent Global Note issued by AstraZeneca PLC) Schedule 2 Part B (*Form of Permanent Global Note for AstraZeneca PLC*) to the Trust Deed, (in the case of a Temporary Global Note issued by AstraZeneca Finance LLC) Schedule 2

Part G (*Form of Temporary Global Notes for AstraZeneca Finance LLC*) to the Trust Deed and (in the case of a Permanent Global Note issued by AstraZeneca PLC) Schedule 2 Part H (*Form of Permanent Global Note for AstraZeneca Finance LLC*) to the Trust Deed but with such modifications, amendments and additions as the Relevant Dealer, the Relevant Issuer, the Trustee and either the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall have agreed;

- 3.1.2 *Conditions:* have the Conditions attached thereto or incorporated by reference therein;
- 3.1.3 *Final Terms:* have the relevant Final Terms or Drawdown Prospectus or Securities Note (or relevant parts thereof, as the case may be) attached thereto;
- 3.1.4 *Executed and authenticated:* be executed manually by or on behalf of the Relevant Issuer or shall be a duplicate of the relevant Master Temporary Global Note or, as the case may be, Master Permanent Global Note supplied by the Relevant Issuer under Clause 4.3 (*Master Global Notes*) and, in any case, shall be authenticated by or on behalf of the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent; and
- 3.1.5 *Effectuated:* in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, be effectuated by or on behalf of the Common Safekeeper.

3.2 **Global Registered Notes**

Each Global Registered Note shall:

- 3.2.1 *Form:* be in substantially the form set out in (in the case of a Global Registered Note issued by AstraZeneca PLC) Schedule 3 Part A (*Form of Global Registered Note for AstraZeneca PLC*) to the Trust Deed and (in the case of a Global Registered Note issued by AstraZeneca Finance LLC) Schedule 3 Part C (*Form of Registered Global Note for AstraZeneca Finance LLC*) to the Trust Deed but with such modifications, amendments and additions as the Relevant Dealer, the Relevant Issuer, the Trustee and the Registrar shall have agreed;
- 3.2.2 *Conditions:* have the Conditions attached thereto or incorporated by reference therein;
- 3.2.3 *Final Terms:* have the relevant Final Terms or Drawdown Prospectus or Securities Note (or relevant parts thereof, as the case may be) attached thereto;
- 3.2.4 *Executed and authenticated:* be executed manually by or on behalf of the Relevant Issuer or shall be a duplicate of the relevant Master Temporary Global Note or, as the case may be, Master Permanent Global Note supplied by the Relevant Issuer under Clause 4.3 (*Master Global Notes*) and, in any case, shall be authenticated by or on behalf of the Principal Paying Agent or the Registrar; and

- 3.2.5 *Effectuated*: in the case of a Registered Note to be held under the New Safekeeping Structure, be effectuated by or on behalf of the Common Safekeeper.

3.3 **Definitive Notes**

Each Definitive Note shall:

- 3.3.1 *Form*: be in substantially the form set out in (in the case of a Definitive Note issued by AstraZeneca PLC) Schedule 2 Part C (*Form of Definitive Note for AstraZeneca PLC*) to the Trust Deed and (in the case of a Definitive Note issued by AstraZeneca Finance LLC) Schedule 2 Part I (*Form of Definitive Note for AstraZeneca Finance LLC*) to the Trust Deed but with such modifications, amendments and additions as the Relevant Dealer, the Relevant Issuer, the Trustee and either the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall have agreed;
- 3.3.2 *Security printed*: be security printed in accordance with all applicable legal and stock exchange requirements;
- 3.3.3 *Serial numbers*: have a unique certificate or serial number printed thereon;
- 3.3.4 *Coupons*: if so specified in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be), have Coupons attached thereto at the time of its initial delivery;
- 3.3.5 *Talons*: if so specified in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be), have a Talon attached thereto at the time of its initial delivery;
- 3.3.6 *Receipts*: if applicable, have Receipts attached thereto at the time of its initial delivery;
- 3.3.7 *Conditions*: have the Conditions and the relevant Final Terms (or relevant parts thereof) endorsed thereon, or attached thereto or incorporated by reference therein;
- 3.3.8 *Executed and authenticated*: be executed manually by or on behalf of the Relevant Issuer and authenticated by or on behalf of the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent; and
- 3.3.9 *Format*: otherwise be in accordance with the customary practice of, and format used in, the international Eurobond market.

3.4 **Individual Note Certificates**

Each Individual Note Certificate shall:

- 3.4.1 *Form*: be in substantially the form set out in (in the case of an Individual Note Certificate issued by AstraZeneca PLC) Schedule 3 Part B (*Form of Individual Note Certificate for AstraZeneca PLC*) to the Trust Deed and (in the case of an Individual Note Certificate issued by AstraZeneca Finance LLC) Schedule 3

Part D (*Form of Individual Note Certificate for AstraZeneca Finance LLC*) to the Trust Deed but with such modifications, amendments and additions as the Relevant Dealer, the Relevant Issuer, the Trustee and the Registrar shall have agreed;

- 3.4.2 *Security printed:* be security printed in accordance with all applicable legal and stock exchange requirements;
- 3.4.3 *Serial numbers:* have a unique certificate or serial number printed thereon;
- 3.4.4 *Conditions:* have the Conditions and the relevant Final Terms (or relevant parts thereof) endorsed thereon, or attached thereto or incorporated by reference therein;
- 3.4.5 *Executed and authenticated:* be executed manually or electronically by or on behalf of the Relevant Issuer and authenticated by or on behalf of the Principal Paying Agent or the Registrar; and
- 3.4.6 *Format:* otherwise be in accordance with the customary practice of, and format used in, the international Eurobond market.

3.5 **Signatures**

Each Global Note, if any, will be signed manually by or on behalf of the Relevant Issuer. A Global Note may be used *provided that* the person(s) whose signature(s) appear thereon were/was an authorised signatory/ies at the date of signing such Global Note notwithstanding that any such person may, for any reason (including death), have ceased to be such authorised signatory at the time of the creation and issue of the relevant Tranche or the issue and delivery of the relevant Note.

3.6 **Notification**

Each Issuer shall promptly notify in writing the Principal Paying Agent and the CMU Lodging and Paying Agent of any change in the names of the person or persons whose signatures are to be used.

4. **ISSUANCE OF NOTES**

4.1 **Issuance procedure**

Upon the conclusion of any Relevant Agreement (as defined in the Dealer Agreement), the Relevant Issuer shall, as soon as practicable but in any event, not later than 2.00 p.m. (Local time) on the second Local Banking Day or, in the case of CMU Notes, the fifth Local Banking Day prior to the proposed Issue Date:

- 4.1.1 *Confirmation of terms:* confirm in writing to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or if such Relevant Agreement related to Registered Notes, the Registrar (copied to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent) all such information as the Principal Paying Agent or, the CMU Lodging and Paying Agent, or, as the case may be, the Registrar may reasonably require to carry out its functions under this Agreement and in particular, whether

customary eurobond or medium term note settlement and payment procedures will apply to the relevant Tranche and (if a Master Global Note is to be used), such details as are necessary to enable it to complete a duplicate of the Master Global Note and (if medium term note settlement and payment procedures are to apply) the account of the Relevant Issuer to which payment should be made;

- 4.1.2 *Final Terms:* deliver a copy, duly executed, of the Final Terms or Drawdown Prospectus or Securities Note (as the case may be) in relation to the relevant Tranche to the Trustee and either the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or as the case may be, the Registrar (copied to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent); and
- 4.1.3 *Global Note:* unless a Master Global Note is to be used and the Relevant Issuer shall have provided such document to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or the Registrar, as the case may be, pursuant to Clause 4.3 (*Master Global Notes*), ensure that there is delivered to the Principal Paying Agent, or the CMU Lodging and Paying Agent, or the Registrar (as applicable) an appropriate Global Note (in unauthenticated and, if applicable, uneffectuated form but executed on behalf of the Relevant Issuer and otherwise complete) in relation to the relevant Tranche.

4.2 **CMU Notes**

In the case of a Tranche of CMU Notes, the CMU Lodging and Paying Agent shall:

- 4.2.1 on or before the second Local Banking Day prior to the proposed Issue Date obtain the approval of the HKMA for such Tranche of CMU Notes to be admitted into the CMU on the proposed Issue Date; and
- 4.2.2 not later than 2.00 p.m. (Hong Kong time) on the Local Banking Day prior to the proposed Issue Date, deliver to the HKMA a lodging agent's undertaking substantially in the form set out in Appendix F.2 to the CMU Reference Manual, which delivery the Issuers and the Guarantor hereby specifically authorise and in connection with which that Issuers and the Guarantor hereby specifically grant to the CMU Lodging and Paying Agent the acknowledgements referred to in Schedule 2 thereto.

4.3 **Master Global Notes**

Each Issuer may, at its option, deliver from time to time to the Principal Paying Agent and the CMU Lodging and Paying Agent a stock of Master Temporary Global Notes and Master Permanent Global Notes and/or, to the Registrar, a stock of Master Global Registered Notes.

4.4 **Delivery of Final Terms**

The Principal Paying Agent shall on behalf of the Relevant Issuer, where the relevant Notes are to be admitted to listing on the Official List of the FCA and to trading on the London Stock Exchange, deliver a copy of the Final Terms as the case may be, in relation to the relevant Tranche to the FCA and to the London Stock Exchange as soon

as practicable but in any event not later than 2.00 p.m. (London time) on the London business day prior to the proposed issue date therefor.

4.5 **Authentication, effectuation and delivery of Global Note**

Immediately before the issue of any Global Note, the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or as the case may be, the Registrar (or, in each case, its agent on its behalf) shall authenticate it. Following authentication of any Global Note, the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or as the case may be, the Registrar shall:

4.5.1 *Medium term note settlement procedures:* in the case of a Tranche of Notes, other than CMU Notes, which is not syndicated among two or more Dealers but which is intended to be cleared through a clearing system, on the Local Banking Day immediately preceding its Issue Date deliver the Global Note to the relevant depositary for Euroclear and/or Clearstream, Luxembourg (which in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under the NSS shall be a specified Common Safekeeper) or to the relevant depositary for such other clearing system as shall have been agreed between the Relevant Issuer and the Principal Paying Agent together, or as the case may be, the Registrar and:

- (a) instruct the clearing systems to whom (or to whose depositary or Common Safekeeper) such Global Note has been delivered, to credit the underlying Notes represented by such Global Note to the securities account(s) at such clearing systems that have been notified to the Principal Paying Agent, or as the case may be, the Registrar by the Relevant Issuer, on a delivery against payment basis or, if specifically agreed between them, on a delivery free of payment basis; and
- (b) in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under the NSS instruct the Common Safekeeper to effectuate the Global Note (provided that, if the Principal Paying Agent is the Common Safekeeper, the Principal Paying Agent shall effectuate the Global Note); and

4.5.2 *Eurobond settlement procedures:* in the case of a Tranche of Notes, other than CMU Notes, which is syndicated among two or more Dealers, at or about the time on the Issue Date specified in the Relevant Agreement deliver the Global Note to, or to the order of, the Mandated Dealer at such place as shall be specified in the Relevant Agreement or such other time, date and/or place as may have been agreed between the Relevant Issuer, the Mandated Dealer and the Principal Paying Agent, or, as the case may be, the Registrar (*provided that* in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under the NSS it must be delivered to a specified Common Safekeeper together with instructions to the Common Safekeeper to effectuate the Global Note) against the delivery to the Principal Paying Agent (on behalf of the Relevant Issuer) of such acknowledgement of receipt as shall be agreed in writing in connection with the closing procedure for the relevant Tranche; or

- 4.5.3 *CMU Service settlement procedures:* in relation to a Tranche of CMU Notes, no later than 10.00 a.m. (Hong Kong time) on the Local Banking Day prior to the issue date in relation to each Tranche, the CMU Lodging and Paying Agent shall authenticate the relevant Global Note, whereupon the CMU Lodging and Paying Agent shall lodge such Global Note with a sub-custodian appointed for the purpose by the HKMA and deliver a lodgement slip substantially in the form set out in Appendix F.1 to the CMU Reference Manual requiring the credit on the relevant Issue Date of such CMU Notes to the CMU Main Account(s) as shall have been notified to it by the Relevant Issuer.
- 4.5.4 *Other settlement procedures:* otherwise, at such time, on such date, deliver the Global Note to such person and in such place as may have been agreed between the Relevant Issuer and the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or as the case may be, the Registrar (*provided that* in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under the NSS it must be delivered to a specified Common Safekeeper together with instructions to the Common Safekeeper to effectuate the Global Note).

4.6 **Repayment of advance**

If the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent should pay an amount (an "**advance**") to the Relevant Issuer (or, if so instructed, the Guarantor, in relation to the Guaranteed Notes), in the belief that a payment has been or will be received from a Dealer, and if such payment is not received by such Principal Paying Agent or CMU Lodging and Paying Agent on the date that such Principal Paying Agent or CMU Lodging and Paying Agent pays the Relevant Issuer (or the Guarantor, in relation to the Guaranteed Notes), the Relevant Issuer or (in relation to the Guaranteed Notes) in default, the Guarantor shall forthwith repay the advance (unless prior to such repayment the payment is received from the Dealer) and shall pay interest on such amount which shall accrue (as well after as before judgment) on the basis of a year of 365 days (366 days in the case of a leap year) in the case of an advance paid in sterling or 360 days in the case of an advance paid in any other currency and, in either case, the actual number of days elapsed from the date of payment of such advance until the earlier of (i) repayment of the advance or (ii) receipt by such Principal Paying Agent or CMU Lodging and Paying Agent of the payment from the Dealer, and at the rate per annum which is the aggregate of one per cent. per annum and the rate specified by the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent as reflecting its cost of funds for the time being in relation to the unpaid amount.

4.7 **Delivery of Permanent Global Note**

The Relevant Issuer shall, in relation to each Tranche of Notes which is represented by a Temporary Global Note which is due to be exchanged for a Permanent Global Note in accordance with its terms, ensure that there is delivered to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent not less than five Local Banking Days before the relevant Temporary Global Note becomes exchangeable therefore, the Permanent Global Note (in unauthenticated and, if applicable, unexecuted form, but executed by the Relevant Issuer and otherwise complete) in relation thereto unless a Master Permanent Global Note is to be used and

the Relevant Issuer has provided a Master Permanent Global Note to such Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent pursuant to Clause 4.3 (*Master Global Notes*). The Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall authenticate and deliver such Permanent Global Note in accordance with the terms hereof and of the relevant Temporary Global Note and, in the case of an NGN Permanent Global Note, instruct the Common Safekeeper to effectuate the Permanent Global Note.

4.8 Delivery of Definitive Notes

The Relevant Issuer shall, in relation to each Tranche of Notes which is represented by a Global Note which is due to be exchanged for Definitive Notes or Individual Note Certificates in accordance with its terms, ensure that there is delivered to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or the Registrar, as the case may be, not less than ten Local Banking Days before the relevant Global Note becomes exchangeable therefor, the Definitive Notes or Individual Note Certificates, as the case may be, (in unauthenticated form but executed by the Relevant Issuer and otherwise complete) in relation thereto. The Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or the Registrar, as the case may be, shall authenticate and deliver such Definitive Notes or Individual Note Certificates in accordance with the terms hereof and of the relevant Global Note.

4.9 Coupons and Receipts

Where any Definitive Notes are to be delivered in exchange for a Global Note, the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall ensure that in the case of Definitive Notes with Coupons and/or Receipts attached, such Definitive Notes shall have attached thereto only such Coupons and/or Receipts as shall ensure that neither loss nor gain of interest shall accrue to the bearer thereof upon such exchange.

4.10 Duties of Principal Paying Agent, CMU Lodging and Paying Agent, Registrar and Replacement Agent

Each of the Principal Paying Agent, the CMU Lodging and Paying Agent, Registrar and the Replacement Agent shall hold in safe custody all unauthenticated Temporary Global Notes, Permanent Global Notes or Definitive Notes (including any Coupons attached thereto), Global Registered Notes or Individual Note Certificates delivered to it in accordance with this Clause 4 and Clause 6 (*Replacement Notes*) and shall ensure that they (or, in the case of Master Global Notes copies thereof) are authenticated, effectuated (if applicable) and delivered only in accordance with the terms hereof, of the Conditions and, if applicable, the relevant Note. The Relevant Issuer shall ensure that each of the Principal Paying Agent, the CMU Lodging and Paying Agent, the Registrar and the Replacement Agent holds sufficient Notes, Note Certificates or Coupons to fulfil its respective obligations under this Clause 4 and Clause 6 (*Replacement Notes*) and each of the Principal Paying Agent, the CMU Lodging and Paying Agent and the Replacement Agent undertakes to notify the Relevant Issuer if it holds insufficient Notes, Note Certificates or Coupons for such purposes.

4.11 **Authority to authenticate and effectuate**

Each of the Principal Paying Agent, the CMU Lodging and Paying Agent, the Registrar and the Replacement Agent is authorised by the Relevant Issuer to authenticate and, if applicable, effectuate such Temporary Global Notes, Permanent Global Notes, Definitive Notes, Global Registered Notes and Individual Note Certificates as may be required to be authenticated or, as the case may be, effectuated hereunder by the signature of any of their respective officers or any other person duly authorised for the purpose by the Principal Paying Agent, the CMU Lodging and Paying Agent, Registrar or (as the case may be) the Replacement Agent.

4.12 **Exchange of Temporary Global Note**

On each occasion on which a portion of a Temporary Global Note is exchanged for a portion of a Permanent Global Note or, as the case may be, for Definitive Notes:

4.12.1 *CGN Temporary Global Note*: the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall in the case of a CGN Temporary Global Note, note or procure that there is noted on the Schedule to the CGN Temporary Global Note the aggregate principal amount thereof so exchanged and the remaining principal amount of the CGN Temporary Global Note (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged) and shall procure the signature of such notation on its behalf; and

4.12.2 *NGN Temporary Global Note*: the Principal Paying Agent shall in the case of an NGN Temporary Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged and the remaining principal amount of the NGN Temporary Global Note (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged).

The Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall cancel or procure the cancellation of each Temporary Global Note against surrender of which full exchange has been made for a Permanent Global Note or Definitive Notes or, in the case of an NGN Temporary Global Note exchangeable for an NGN Permanent Global Note, instruct the Common Safekeeper to destroy such NGN Temporary Global Note.

4.13 **Exchange of Permanent Global Note**

On each occasion on which a portion of a Permanent Global Note is exchanged for Definitive Notes:

4.13.1 *CGN Permanent Global Note*: the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall in the case of a CGN Permanent Global Note, note or procure that there is noted on the Schedule to the CGN Permanent Global Note the aggregate principal amount thereof so exchanged and the remaining principal amount of the CGN Permanent Global Note (which shall be the previous principal amount thereof less the aggregate

principal amount so exchanged) and shall procure the signature of such notation on its behalf; and

- 4.13.2 *NGN Permanent Global Note*: the Principal Paying Agent shall in the case of an NGN Permanent Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged and the remaining principal amount of the NGN Permanent Global Note (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged).

The Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall cancel or procure the cancellation of each Permanent Global Note against surrender of which full exchange has been made for Definitive Notes.

4.14 **Exchange of Global Registered Note for Individual Note Certificate**

If the Global Registered Note becomes exchangeable for Individual Note Certificates in accordance with its terms, the Principal Paying Agent or the Registrar shall authenticate and deliver to each person designated by a Clearing System an Individual Note Certificate in accordance with the terms of this Agreement and the Global Registered Note.

4.15 **Delivery of Coupon sheets by the Relevant Issuer**

The Relevant Issuer shall, in relation to any Definitive Notes to which a Talon is attached upon the initial delivery thereof, on each occasion on which a Talon becomes exchangeable for further Coupons, not less than five Local Banking Days before the date on which the final Coupon comprised in any Coupon sheet (which includes a Talon) matures (the "**Talon Exchange Date**"), ensure that there is delivered to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent such number of Coupon sheets as may be required in order to enable such Paying Agent to fulfil their obligation under Clause 4.16 (*Delivery of Coupon sheets by Paying Agents*).

4.16 **Delivery of Coupon sheets by Paying Agents**

The relevant Paying Agent shall, against the presentation and surrender of any Talon, on or after the Talon Exchange Date in respect of such Talon, deliver a Coupon sheet *provided, however, that* if any Talon is presented and surrendered for exchange to a Paying Agent and the Replacement Agent has delivered a replacement therefor such Paying Agent shall forthwith notify the Relevant Issuer of such presentation and surrender and shall not exchange against the same unless and until it is so instructed by the Relevant Issuer. After making such exchange, the Paying Agent shall cancel each Talon surrendered to it and in respect of which a Coupon sheet shall have been delivered and shall (if such Paying Agent is not the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent) deliver the same to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent.

4.17 **Changes in Dealers**

The Issuers and the Guarantor undertake to notify the Principal Paying Agent and the Registrar of any changes in the identity of the Dealers appointed generally in respect of the Programme and the Principal Paying Agent agrees to notify the other Agents (including the CMU Lodging and Paying Agent) thereof as soon as reasonably practicable thereafter.

4.18 **Election of Common Safekeeper**

Each Issuer hereby authorises and instructs the Principal Paying Agent and the Registrar to elect an ICSD to be Common Safekeeper for each issue of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under the NSS in relation to which one of the ICSDs must be Common Safekeeper. From time to time, the Issuers and the Principal Paying Agent may agree to vary this election. The Issuers acknowledge that in connection with the election of either of the ICSDs as Common Safekeeper any such election is subject to the right of the ICSDs to jointly determine that the other shall act as Common Safekeeper in relation to any such issue and agrees that no liability shall attach to the Principal Paying Agent in respect of any such election made by it.

4.19 **CMU Notes**

In the case of CMU Notes:

- 4.19.1 The CMU Lodging and Paying Agent will lodge any CMU Notes with a sub-custodian for the CMU on behalf of the relevant Issuer in accordance with the provisions of the CMU Reference Manual, and will be nominated as paying agent to receive notification from the CMU in respect of interests in such Notes credited to accountholders with the CMU prior to the interest payment dates and the maturity date of such Notes.
- 4.19.2 The Issuers and the CMU Lodging and Paying Agent agree and acknowledge that, once any CMU Note is lodged with the CMU, the terms of the CMU Rules will apply to such CMU Note and to all transactions and operations effected through the CMU in relation to such CMU Note including transactions relating to the lodgement, withdrawal or redemption of such CMU Note.
- 4.19.3 The Issuers authorise the CMU Lodging and Paying Agent on their behalf to do all such acts and things and execute all such documents as may be required to enable the CMU Lodging and Paying Agent to observe and perform its obligations under the CMU Rules and to enter into any arrangement which the CMU Lodging and Paying Agent considers proper in connection with payments under and the redemption of any Note lodged with the CMU, including (but without limiting the generality of the foregoing):
 - (a) authenticating such CMU Note; and
 - (b) making payments in respect of such CMU Note in the manner prescribed by the CMU Rules.

- 4.19.4 It is agreed that the obligations of the CMU Lodging and Paying Agent to make payments upon presentation to it of any CMU Note or relative Coupon shall be suspended for so long as any Note is held by the CMU and that while any Note is held by the CMU the CMU Lodging and Paying Agent shall make payments to the person(s) confirmed to it by the CMU in a CMU Issue Position Report or otherwise prior to any relevant payment date as being credited with the interest(s) in such note in accordance with the terms of the CMU Rules. Upon withdrawal of a CMU Note from the CMU, the CMU Lodging and Paying Agent shall arrange to make such endorsements to such CMU Note as would have been made if it had not been lodged with the CMU or otherwise so as to confirm that all payments on such Note have been made up to the date of withdrawal from the CMU.
- 4.19.5 The CMU Lodging and Paying Agent confirms that it is a member of the CMU pursuant to an agreement between the CMU Lodging and Paying Agent and the HKMA as operator of the CMU, and is aware of and bound by the terms of the CMU Rules.
- 4.19.6 The confirmations and acknowledgements in this clause where given by the CMU Lodging and Paying Agent are for the benefit of the Issuers and where given by the Issuers are for the benefit of the CMU Lodging and Paying Agent and the CMU and its employees and agents.

5. TRANSFER OF REGISTERED NOTES

5.1 Maintenance of the Register

Each Registrar shall maintain in relation to the Registered Notes a register (the "**Register**"), which shall be kept at its Specified Office in accordance with the Conditions and be made available by the relevant Registrar to the Issuers, the Guarantor, the Trustee and the other Agents for inspection and for the taking of copies or extracts therefrom at all reasonable times during normal business hours. The Register shall show the aggregate principal amount, serial numbers and dates of issue of Note Certificates, the names and addresses of the initial Holders thereof and the dates of all transfers to, and the names and addresses of, all subsequent Holders thereof, all cancellations of Note Certificates and all replacements of Note Certificates.

5.2 Registration of Transfer in the Register

Each Registrar shall receive requests for the transfer of Registered Notes in accordance with the Conditions and the Regulations and shall make the necessary entries in the Register.

5.3 Transfer Agents to receive requests for Transfer of Registered Notes

Each of the Transfer Agents shall receive requests for the transfer of Registered Notes in accordance with the Conditions and the Regulations and assist, if required, in the issue of new Note Certificates to give effect to such transfers and, in particular, upon any such request being duly made, shall promptly notify the Registrar of:

- 5.3.1 the aggregate principal amount of the Registered Notes to be transferred;

- 5.3.2 the name(s) and addresses to be entered on the Register of the Holder(s) of the new Note Certificate(s) to be issued in order to give effect to such transfer; and
- 5.3.3 the place and manner of delivery of the new Note Certificate(s) to be delivered in respect of such transfer,

and shall forward the Note Certificate(s) relating to the Registered Notes to be transferred (with the relevant form(s) of transfer duly completed) to the Registrar with such notification.

6. REPLACEMENT NOTES

6.1 Delivery of replacements

Subject to receipt of sufficient Temporary Global Notes, Permanent Global Notes, Definitive Notes Coupons, Global Registered Notes and Individual Note Certificates in accordance with Clause 4.10 (*Duties of Principal Paying Agent, CMU Lodging and Paying Agent and Replacement Agent*), the Replacement Agent shall, upon and in accordance with the instructions (which instructions may, without limitation, include terms as to the payment of expenses and as to evidence, security and indemnity) of the Relevant Issuer but not otherwise, authenticate (if necessary) and deliver a Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate as the case may be, as a replacement for any of the same which has been mutilated or defaced or which has or has been alleged to have been destroyed, stolen or lost *provided, however, that:*

- 6.1.1 *Surrender or destruction:* no Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate as the case may be, shall be delivered as a replacement for any of the same which has been mutilated or defaced otherwise than against surrender of the same or, in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under NSS, appropriate confirmation of destruction from the Common Safekeeper; and
- 6.1.2 *Effectuation:* any replacement NGN Temporary Global Note or NGN Permanent Global Note, or a Global Registered Note to be held under the NSS shall be delivered to the Common Safekeeper together with instructions to effectuate it.

The Replacement Agent shall not issue a replacement for any of the same until the applicant has furnished the Replacement Agent with such evidence and indemnity as the Relevant Issuer, the Guarantor (where applicable) and/or the Replacement Agent may reasonably require and has paid such costs and expenses as may be incurred in connection with such replacement.

6.2 Replacements to be numbered

Each replacement Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate delivered hereunder shall bear a unique certificate or (as the case may be) serial number.

6.3 Cancellation of mutilated or defaced Notes

The Replacement Agent shall cancel each mutilated or defaced Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate surrendered to it and in respect of which a replacement has been delivered.

6.4 Notification

The Replacement Agent shall, upon request, notify the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes), each other Agent and the Trustee of the delivery by it in accordance herewith of any replacement Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate specifying the serial number thereof and the certificate or (as the case may be) serial number (if any and if known) of the Note which it replaces and confirming (if such be the case) that the Note which it replaces has been cancelled and (if such is the case) destroyed in accordance with Clause 6.5 (*Destruction*).

6.5 Destruction

Unless the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) instruct otherwise, the Replacement Agent shall destroy each mutilated or defaced Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate surrendered to and cancelled by it and in respect of which a replacement has been delivered and shall, upon request, furnish the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) with a certificate as to such destruction specifying the certificate or serial numbers (if any) of the Temporary Global Note, Permanent Global Note, Definitive Notes (distinguishing between different denominations), in numerical sequence and the total number by payment or maturity date of Coupons (distinguishing Talons), Global Registered Note or Individual Note Certificate, so destroyed. In the case of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under the NSS which has been destroyed by the Common Safekeeper, the Replacement Agent shall furnish the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes) and the Trustee with a copy of the confirmation of destruction received by it from the Common Safekeeper.

7. PAYMENTS TO THE PRINCIPAL PAYING AGENT AND THE CMU LODGING AND PAYING AGENT

7.1 Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent

In order to provide for the payment of principal and interest in respect of the Notes as the same becomes due and payable, the Relevant Issuer (failing whom, the Guarantor, in respect of the Guaranteed Notes) shall pay to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, on the day on which such payment becomes due, an amount equal to the amount of principal and/or (as the case may be) interest falling due in respect of the Notes on such date.

7.2 Manner and time of payment

Each amount payable by the Relevant Issuer or, as the case may be, the Guarantor (in respect of the Guaranteed Notes) under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*) shall be paid unconditionally by electronic transfer in the currency in which the Notes of the relevant Series are denominated or, if different, payable and in immediately available, freely transferable, cleared funds not later than 12 noon (Local Time) on the due date to such account with such bank as the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be may from time to time by notice to the Relevant Issuer and the Guarantor (with a copy to the Trustee) have specified for the purpose. The Relevant Issuer (or, failing whom, the Guarantor, in respect of the Guaranteed Notes) shall, before 12 noon. (Local Time) on the second Local Banking Day before the due date of each payment by it under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*), confirm to the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, that payment instructions relating to such payment have been or will be delivered.

7.3 Exclusion of liens and interest

Each of the Principal Paying Agent and the CMU Lodging and Paying Agent shall be entitled to deal with each amount paid to it under this Clause 7 in the same manner as other amounts paid to it as a banker by its customers *provided, however, that:*

7.3.1 *Liens:* it shall not exercise against the Relevant Issuer or, as the case may be, the Guarantor (in respect of the Guaranteed Notes) any lien, right of set off or similar claim in respect thereof;

7.3.2 *Segregation:* money held by it need not be segregated except as required by law; and

7.3.3 *Interest:* it shall not be liable to any person for interest thereon.

7.4 Application by Principal Paying Agent or CMU Lodging and Paying Agent

The Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, shall apply each amount paid to it hereunder in accordance with Clause 8 (*Payments to Noteholders*) and shall not be obliged to repay any such amount unless the claim for the relevant payment becomes void under Condition 13 (*Prescription*) or otherwise ceases in accordance with the Conditions, in which event it shall refund at the written request of the Relevant Issuer, or (as the case may be) the Guarantor such portion of such amount as relates to such payment by paying the same by electronic transfer to such account with such bank as the Relevant Issuer or (as the case may be) the Guarantor has by notice to the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, specified for the purpose.

7.5 Failure to confirm payment instructions

If the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, has not, by 12.00 p.m. (noon) (Local Time) on the due date of any payment received

the full amount payable under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*), it shall forthwith notify the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes), the Trustee and the other Paying Agents thereof. If the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, subsequently receives notification of such payment instructions or payment of the amount due, it shall forthwith notify the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes), the Trustee and the Paying Agents thereof.

8. PAYMENTS TO NOTEHOLDERS

8.1 Payments by Paying Agents

Each Paying Agent acting through its Specified Office shall make payments of interest or, as the case may be, principal in respect of Notes in accordance with the Conditions applicable thereto (and, in the case of a Temporary Global Note, a Permanent Global Note, or a Global Registered Note, the terms thereof), or where a Global Note is lodged with the CMU, such payment of interest or principal due on the Global Note shall be made to the person(s) for whose account(s) interest(s) in that Global Note are credited as being held with the CMU in accordance with the CMU Rules *provided, however, that:*

- 8.1.1 *Replacements:* if any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate is presented or surrendered for payment to any Paying Agent and such Paying Agent has delivered a replacement therefor or has been notified that the same has been replaced, such Paying Agent shall forthwith notify Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) of such presentation or surrender and shall not make payment against the same until it is so instructed by the Relevant Issuer and/or the Guarantor and has received the amount to be so paid;
- 8.1.2 *No obligation:* a Paying Agent shall not be obliged (but shall be entitled) to make payments of principal or interest in respect of the Notes, if:
- (a) in the case of the Principal Paying Agent or the CMU Lodging and Paying Agent, such Paying Agent has not received or is satisfied that it will not receive the full amount of any payment due to it under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*); or
 - (b) in the case of any other Paying Agent:
 - (i) it has been notified in accordance with Clause 7.5 (*Failure to confirm payment instructions*) that confirmation of the relevant payment instructions has not been received, unless it is subsequently notified that confirmation of such payment instructions has been received; or

- (ii) it is not able to establish that the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, has received (whether or not at the due time) the full amount of any payment due to it under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*);

8.1.3 *Cancellation:* each Paying Agent shall:

- (a) cancel or procure the cancellation of each Temporary Global Note, Permanent Global Note, Definitive Note (in the case of early redemption, together with such unmatured Coupons or unexchanged Talons as are attached to or are surrendered with it at the time of such redemption), or, as the case may be, Coupon against surrender of which it has made full payment and shall (if such Paying Agent is not the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent) deliver or procure the delivery of each Temporary Global Note, Permanent Global Note, Definitive Note (together with as aforesaid) or Coupon so cancelled by it to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent and, in the case of full payment in respect of an NGN Temporary Global Note or an NGN Permanent Global Note, the Principal Paying Agent shall instruct the Common Safekeeper to destroy the relevant Global Note; and
- (b) cancel or procure the cancellation of each Global Registered Note or Individual Note Certificate against surrender of which it has made full payment and shall deliver or procure the delivery of each Global Registered Note or Individual Note Certificate so cancelled to the relevant Registrar.

8.1.4 *Recording of payments:* upon any payment being made in respect of the Notes represented by a Temporary Global Note or a Permanent Global Note, the relevant Paying Agent or, as the case may be, the relevant Registrar shall:

- (a) in the case of a CGN Temporary Global Note or a CGN Permanent Global Note, note or procure that there is noted on the Schedule thereto (or, in the absence of a Schedule, on the face thereof) the amount of such payment and, in the case of payment of principal, the remaining principal amount of Notes represented by such Global Note (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid) and shall procure the signature of such notation on its behalf; and
- (b) in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their records to reflect the amount of such payment and, in the case of payment of principal, the remaining principal amount of the Notes represented by such Global Note (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid).

8.1.5 *U.S. Status:*

With respect to Notes issued by AstraZeneca Finance LLC (other than for the avoidance of doubt, CMU Notes), the Principal Paying Agent (A) represents (i) that it is the sole paying agent for such Notes and (ii) that it is a "qualified intermediary" within the meaning of U.S. Treasury Regulations Section 1.1441-1(e)(5)(ii), will remain so, and will assume primary chapter 3 and chapter 4 withholding and 1099 reporting and (B) agrees that upon its appointment it will provide the Issuers with a properly completed, signed and valid IRS Form W-8IMY, with its Global Intermediary Identification Number included thereon and identifying itself as a qualified intermediary that has undertaken primary responsibility for chapter 3 and chapter 4 withholding and 1099 reporting.

8.1.6 *Withholding taxes:* notwithstanding any other provision of this Agreement, each Paying Agent shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement for or on account of any present or future taxes, duties or charges if and to the extent so required by applicable law (which for the avoidance of doubt includes FATCA Withholding), in which event such Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted.

8.1.7 *Notice of possible withholding under FATCA:* Payments made under Notes issued by AstraZeneca Finance LLC and payments made by the Guarantor (in respect of the Guaranteed Notes) are U.S. source payments for U.S. federal tax purposes and are "withholdable payments" within the meaning of Section 1473(1) of the Code. AstraZeneca PLC shall notify each Paying Agent in the event that it determines that any payment to be made by a Paying Agent under the Notes issued by AstraZeneca PLC is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that AstraZeneca PLC's (in respect of the Guaranteed Notes) obligation under this sub clause 8.1.7 (*Notice of possible withholding under FATCA*) shall apply only to the extent that such payments are so treated by virtue of characteristics of AstraZeneca PLC, (in respect of the Guaranteed Notes), the Notes issued by AstraZeneca PLC, or a combination of these.

8.2 **Exclusion of liens and commissions**

No Paying Agent shall exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under Clause 8.1 (*Payments by Paying Agents*) in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.

8.3 **Reimbursement by Principal Paying Agent or CMU Lodging and Paying Agent**

If a Paying Agent other than the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent makes any payment in accordance with Clause 8.1 (*Payments by Paying Agents*):

- 8.3.1 *Notification:* it shall notify the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or in the case of a Global Registered Note or Individual Note Certificate, the Registrar of the amount so paid by it, the certificate or serial number (if any) of the Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate against presentation or surrender of which payment of principal or interest was made and (if applicable) the number of Coupons by maturity against which payment of interest was made; and
- 8.3.2 *Payment:* subject to and to the extent of compliance by the Relevant Issuer or, as the case may be, the Guarantor with Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*) (whether or not at the due time), the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall pay to such Paying Agent out of the funds received by it under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*), by credit transfer in immediately available, freely transferable, cleared funds to such account with such bank as such Paying Agent may by notice to the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, have specified for the purpose, an amount equal to the amount so paid by such Paying Agent.

8.4 Appropriation by Principal Paying Agent or the CMU Lodging and Paying Agent

If the Principal Paying Agent or the CMU Lodging and Paying Agent makes any payment in accordance with Clause 8.1 (*Payments by Paying Agents*), it shall be entitled to appropriate for its own account out of the funds received by it under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*) an amount equal to the amount so paid by it.

8.5 Reimbursement by the Relevant Issuer or, failing whom, the Guarantor (in respect of the Guaranteed Notes)

Subject to sub-clauses 8.1.1 (*Replacements*) and 8.1.2 (*No obligation*) if any Paying Agent makes a payment in respect of Notes at a time at which the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent has not received the full amount of the relevant payment due to it under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*), and the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent is not able out of the funds received by it under Clause 7.1 (*Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent*) to reimburse such Paying Agent therefor (whether by payment under Clause 8.3 (*Reimbursement by Principal Paying Agent or CMU Lodging and Paying Agent*) or appropriation under Clause 8.4 (*Appropriation by Principal Paying Agent or the CMU Lodging and Paying Agent*)), the Relevant Issuer (failing whom, the Guarantor in respect of the Guaranteed Notes) shall from time to time on demand pay to the Principal Paying Agent or, in the

case of CMU Notes, the CMU Lodging and Paying Agent for the account of such Paying Agent:

8.5.1 *Unfunded amount*: the amount so paid out by such Paying Agent and not so reimbursed to it; and

8.5.2 *Funding cost*: interest on such amount from the date on which such Paying Agent made such payment until the date of reimbursement of such amount;

provided, however, that any payment made under sub-clause 8.5.1 (Unfunded amount) shall satisfy pro tanto the Issuer's and the Guarantor's (in respect of an issuance by AstraZeneca Finance LLC) obligations under Clause 7.1 (Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) to pay Principal Paying Agent or CMU Lodging and Paying Agent).

8.6 **Interest**

Interest shall accrue for the purpose of sub-clause 8.5.2 (*Funding cost*) (as well after as before judgment) on the basis of a year of 365 days (366 days in the case of a leap year) in the case of an amount paid in sterling or 360 days in the case of an amount paid in any other currency (if permitted) and, in either case, the actual number of days elapsed and at the rate per annum specified by the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent as reflecting its cost of funds for the time being in relation to the unpaid amount.

8.7 **Partial payments**

If at any time and for any reason a Paying Agent makes a partial payment in respect of any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate presented or surrendered for payment to it, such Paying Agent shall:

8.7.1 *Endorsement*: in the case of a CGN Temporary Global Note, CGN Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate endorse thereon a statement indicating the amount and date of such payment; and

8.7.2 *ICSDs' records*: in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their respective records to reflect such partial payments.

8.8 **Paying Agents to act for Trustee**

If any Event of Default occurs, the Paying Agents shall, if so required by notice given by the Trustee to the Relevant Issuer (and the Guarantor in respect of the Guaranteed Notes) and the Paying Agents (or such of them as are specified by the Trustee):

8.8.1 act thereafter, until otherwise instructed by the Trustee, as the agents of the Trustee in relation to payments to be made by or on behalf of the Trustee under the Trust Deed (save that the Trustee's liability for the indemnification of any of the Paying Agents shall be limited to the amounts for the time being held by

the Trustee on the trusts of the Trust Deed and available to the Trustee for such purpose) and thereafter to hold all Definitive Notes, Coupons and Talons and all sums, documents and records held by them in respect of the Notes on behalf of the Trustee; and/or

- 8.8.2 deliver up all Definitive Notes, Coupons and Talons and all sums, documents and records held by them in respect of the Notes to the Trustee or as the Trustee shall direct in such notice; provided, however, that such notice shall not be deemed to apply to any document or record which any Paying Agent is obliged not to release by any law or regulation.

9. MISCELLANEOUS DUTIES OF THE AGENTS

9.1 Records

The Principal Paying Agent and, in the case of CMU Notes, the CMU Lodging and Paying Agent, or as the case may be, the Registrar shall:

- 9.1.1 *Records:* separately in respect of each Series of Notes in relation to which it acts in its capacity as Principal Paying Agent or CMU Lodging and Paying Agent, maintain a record of all Temporary Global Notes, Permanent Global Notes, Definitive Notes, Coupons and, in the case of the Registrar, all Note Certificates delivered hereunder and of their redemption, payment, exchange, cancellation, mutilation, defacement, alleged destruction, theft or loss or replacement *provided, however, that* no record need be maintained of the serial numbers of Coupons (save insofar as that a record shall be maintained of the serial numbers of unmatured Coupons and/or unexchanged Talons missing at the time of redemption or other cancellation of the relevant Definitive Notes and, in the case of Coupons, of any subsequent payments against such Coupons) and shall send forthwith to the other Paying Agents a list of any unmatured Coupons and/or unexchanged Talons missing upon redemption of the relevant Definitive Note;
- 9.1.2 *Certifications:* separately in respect of each Series of Notes, maintain a record of all certifications received by it in accordance with the provisions of any Temporary Global Note and all certifications received by it in accordance with Clause 9.3 (*Cancellation*);
- 9.1.3 *Rate of exchange:* upon request by the Relevant Issuer (or the Guarantor in respect of the Guaranteed Notes), inform the Relevant Issuer (and the Guarantor in respect of the Guaranteed Notes) of the spot rate of exchange quoted by it for the purchase of the currency in which the relevant Notes are denominated against payment of United States dollars (or such other currency specified by the Relevant Issuer (or the Guarantor in respect of the Guaranteed Notes)) on the date on which the Relevant Agreement in respect of such Notes was made; and
- 9.1.4 *Inspection:* make such records available for inspection at all reasonable times, during normal business hours, by the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes), the other Agents and the Trustee.

9.2 Information from Paying Agents

The Paying Agents shall make available to the Principal Paying Agent, the CMU Lodging and Paying Agent, and the Registrar as the case may be, such information as may reasonably be required for:

- 9.2.1 the maintenance of the records referred to in Clause 9.1 (*Records*); and
- 9.2.2 the Principal Paying Agent, or the CMU Lodging and Paying Agent or the Registrar to perform the duties set out in Schedule 1 (*Duties under the Issuer-ICSDs Agreements*).

9.3 Cancellation

Relevant Issuer may from time to time deliver to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent Definitive Notes and unmatured Coupons appertaining thereto and to the Registrar Note Certificates of which it, the Guarantor (in respect of the Guaranteed Notes) or any of their respective Subsidiaries is the Holder for cancellation, whereupon the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, or the Registrar shall cancel the same and, if applicable, make the corresponding entries in the Register. In addition, the Issuers may from time to time:

- 9.3.1 *Principal Paying Agent or CMU Lodging and Paying Agent:* procure the delivery to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent of a CGN Temporary Global Note or a CGN Permanent Global Note with instructions to cancel a specified aggregate principal amount of Notes represented thereby (which instructions shall be accompanied by evidence satisfactory to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent that the Relevant Issuer or, as the case may be, the Guarantor is entitled to give such instructions) whereupon the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent shall note or procure that there is noted on the Schedule to such CGN Temporary Global Note or (as the case may be) CGN Permanent Global Note the aggregate principal amount of Notes so to be cancelled and the remaining principal amount thereof (which shall be the previous principal amount thereof less the aggregate principal amount of the Notes so cancelled) and shall procure the signature of such notation on its behalf; or
- 9.3.2 *ICSDs:* instruct the Principal Paying Agent to cancel a specified aggregate principal amount of Notes represented by an NGN Temporary Global Note or an NGN Permanent Global Note (which instructions shall be accompanied by evidence satisfactory to the Principal Paying Agent that the Relevant Issuer or as the case may be, the Guarantor is entitled to give such instructions) whereupon the Principal Paying Agent shall instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their respective records to reflect such cancellation.

9.4 **Definitive Notes and Coupons in issue**

As soon as practicable (and in any event within three months) after each interest or other payment date in relation to any Series of Notes, after each date on which Notes are cancelled in accordance with Clause 9.3 (*Cancellation*), and after each date on which the Notes fall due for redemption in accordance with the Conditions, the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall, upon request, notify the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes), the other Paying Agents and the Trustee (on the basis of the information available to it and distinguishing between the Notes of each Series) of the number of any Definitive Notes and/or the number of Coupons (by reference to maturity) against presentation or surrender of which payment has been made and of the number of any Definitive Notes (distinguishing between different denominations) or, as the case may be, Coupons which have not yet been presented or surrendered for payment.

9.5 **Note Certificate in issue**

As soon as reasonably practicable (and in any event within three months) after each date on which Notes fall due for redemption, the Registrar shall notify the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes) and the Trustee of the serial numbers and principal amount of any Note Certificates against surrender of which payment has been made and of the serial numbers and principal amount of any Note Certificates (and the names and addresses of the Holders thereof) which have not yet been surrendered for payment.

9.6 **Destruction**

The Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or as the case may be, the Registrar:

- 9.6.1 *Destruction by the Principal Paying Agent or CMU Lodging and Paying Agent:* may destroy each Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate cancelled by it (or cancelled by another Paying Agent or Replacement Agent and delivered to it) in accordance with Clause 4.12 (*Exchange of Temporary Global Note*), Clause 4.13 (*Exchange of Permanent Global Note*), Clause 4.16 (*Delivery of Coupon sheets by Paying Agents*), Clause 6.3 (*Cancellation of mutilated or defaced Notes*) or sub-clause 8.1.3 (*Cancellation*) or Clause 9.3 (*Cancellation*), in which case it shall furnish upon written request the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes) and the Trustee with a certificate as to such destruction distinguishing between the Notes of each Series and specifying the certificate or serial numbers of the Temporary Global Note, Permanent Global Note, Definitive Notes, Global Registered Note and Individual Note Certificates in numerical sequence (and, in the case of Definitive Notes, containing particulars of any unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith) and the total number by payment or maturity date of Coupons (distinguishing Talons) so destroyed;

- 9.6.2 *Destruction by Common Safekeeper:* may instruct the Common Safekeeper to destroy each NGN Temporary Global Note and NGN Permanent Global Note, or a Global Registered Note to be held under the NSS in accordance with Clauses 4.12 (*Exchange of Temporary Global Note*), 4.13 (*Exchange of Permanent Global Note*) or 8.1 (*Payments by Paying Agents*) in which case, upon receipt of confirmation of destruction from the Common Safekeeper, the Principal Paying Agent shall furnish the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes) and the Trustee with a copy of such confirmation (*provided that, if the Principal Paying Agent is the Common Safekeeper, the Principal Paying Agent shall destroy each NGN Temporary Global Note and NGN Permanent Global Note in accordance with Clauses 4.12 (Exchange of Temporary Global Note), 4.13 (Exchange of Permanent Global Note) or 8.1 (Payments by Paying Agents) and furnish the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes) and the Trustee with confirmation of such destruction*); and
- 9.6.3 *Notes electronically delivered to the Common Safekeeper:* where it has delivered any authenticated Global Note to a Common Safekeeper for effectuation using electronic means, is authorised and instructed to destroy the authenticated Global Note retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note has been effectuated.

9.7 **Voting Certificates and Block Voting Instructions**

Each Paying Agent shall, at the request of the Holder of any Bearer Note held in a clearing system, issue Voting Certificates and Block Voting Instructions in a form and manner which comply with the provisions of Schedule 4 (*Provisions for Meetings of Noteholders*) of the Trust Deed (except that it shall not be required to issue the same less than forty-eight hours before the time fixed for any Meeting therein provided for) and shall perform and comply with the provisions of Schedule 4 (*Provisions for Meetings of Noteholders*) of the Trust Deed. Each Paying Agent shall keep a full record of Voting Certificates and Block Voting Instructions issued by it and will give to the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) not less than twenty-four hours before the time appointed for any Meeting or adjourned Meeting full particulars of all Voting Certificates and Block Voting Instructions issued by it in respect of such meeting or adjourned Meeting.

9.8 **Forms of Proxy and Block Voting Instructions**

Each Registrar shall, at the request of the Holder of any Registered Note held in a clearing system, issue Forms of Proxy and Block Voting Instructions in a form and manner which comply with the provisions of Schedule 4 (*Provisions for Meetings of Noteholders*) to the Trust Deed (except that it shall not be required to issue the same less than forty eight hours before the time fixed for any Meeting therein provided for). Each Registrar shall keep a full record of Forms of Proxy and Block Voting Instructions issued by it and will give to the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes) and the Trustee not less than twenty four hours before the time appointed for any Meeting or adjourned Meeting full particulars of all Forms of Proxy and Block Voting Instructions issued by it in respect of such meeting or adjourned Meeting.

9.9 Provision of documents

The Issuers or, in relation to sub-clauses (b) (*Documents for inspection*) and (c) (*Tax redemption*) below, the Guarantor, as the case may be, shall provide to the Trustee and to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent for distribution among the Paying Agents and the Registrar:

- (a) *Specimens*: at the same time as it is required to deliver any Definitive Notes pursuant to Clause 4.8 (*Delivery of Definitive Notes*), specimens of such Notes;
- (b) *Documents for inspection*: sufficient copies of all documents required to be available for inspection as provided in the Base Prospectus or Drawdown Prospectus (as the case may be) or, in relation to any Notes, the Conditions; and
- (c) *Tax redemption*: in the event that the provisions of Condition 9(b) (*Redemption for tax reasons*) become relevant in relation to any Notes, the documents required thereunder.

9.9.2 Each Registrar shall provide the Principal Paying Agent with all such information as the Principal Paying Agent may reasonably require in order to perform the obligations set out in Clause 9.11 (*Notifications and filings*) hereof.

9.10 Documents available for inspection

Each of the Paying Agents and the Registrar shall make available for inspection during normal business hours at its Specified Office such documents as may be specified as so available at the Specified Office of such agent in the Base Prospectus or Drawdown Prospectus (as the case may be) or, in relation to any Notes, the Conditions, or as may be required by any listing authority, stock exchange and/or quotation system by which any Notes may from time to time be admitted to listing, trading and/or quotation.

9.11 Notifications and filings

The Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall (on behalf of the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes)) make all necessary notifications and filings as may be required from time to time in relation to the issue, purchase and redemption of Notes by all applicable laws, regulations and guidelines and, in particular but without limitation, those promulgated by, Japanese governmental or regulatory authorities, in the case of Notes denominated in Japanese Yen (if permitted and applicable) and the Bank of England, in the case of Notes denominated in or linked to sterling. Save as aforesaid, the Relevant Issuer or the Guarantor, as the case may be, shall be solely responsible for ensuring that each Note to be issued or other transactions to be effected hereunder shall comply with all applicable laws and regulations of any governmental or other regulatory authority and that all necessary consents and approvals of, notifications to and registrations and filings with, any such authority in connection therewith are effected, obtained and maintained in full force and effect.

9.12 **Forwarding of notices**

Each of the Principal Paying Agent and the CMU Lodging and Paying Agent, or as the case may be, the Registrar shall immediately notify the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) of any notice delivered to it declaring any Note due and payable by reason of an Event of Default or requiring any breach of any provision of this Agreement or the Conditions applicable to any Tranche of Notes to be remedied.

9.13 **Publication of notices**

The Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent, or as the case may be, the Registrar shall, upon and in accordance with the instructions of the Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) and/or the Trustee but not otherwise, arrange for the publication in accordance with the Conditions of any notice which is to be given to the Holders of any Notes and shall supply a copy thereof to the Trustee and to each other Agent.

9.14 **Issuer-ICSDs Agreements**

The Principal Paying Agent and the Registrar shall comply with the provisions set out in Schedule 1 (*Duties under the Issuer-ICSDs Agreements*).

9.15 **Benchmark Amendments**

Neither the Paying Agents nor the Calculation Agent shall be obliged to concur with the Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) in respect of any Benchmark Amendments which in the reasonable opinion of the Agents (as applicable), would have the effect of (i) exposing the Agents (as applicable) to any liabilities against which it has not been indemnified and/or prefunded and/or secured to their satisfaction or (ii) imposing more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions in the Conditions, the Agency Agreement or the Trust Deed (including, for the avoidance of doubt, any documents supplemental thereto).

10. **EARLY REDEMPTION AND EXERCISE OF OPTIONS**

10.1 **Exercise of call or other option**

If the Relevant Issuer intends (other than consequent upon an Event of Default) to redeem all or any of the Notes prior to their stated maturity date or to exercise any other option under the Conditions, it shall, not less than 5 business days prior to the latest date for the publication of the notice of redemption or of exercise of such option required to be given to the Holders of any Notes, give notice of such intention to the Principal Paying Agent, the Registrar (in respect of Registered Notes) or, in the case of CMU Notes, the CMU Lodging and Paying Agent and the Trustee stating the date on which such Notes are to be redeemed or such option is to be exercised.

10.2 **Exercise of Put Option**

Each Paying Agent shall make available to Noteholders, during the period specified in Condition 9(f) (*Redemption at the option of Noteholders*) for the deposit of Put Option

Notices, forms of Put Option Notice upon request during usual business hours at its Specified Office. Upon receipt by a Paying Agent of a duly completed Put Option Notice and, in the case of a Put Option Notice relating to Definitive Notes and Individual Notes in accordance with Condition 9(f) (*Redemption at the option of Noteholders*), such Paying Agent shall notify the Relevant Issuer and (in the case of a Paying Agent other than the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent) the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent thereof indicating the certificate or serial numbers (if any) and principal amount of the Notes in respect of which the Put Option is exercised. Any such Paying Agent with which a Definitive Note or Individual Note Certificate is deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder and shall hold such Definitive Note or Individual Note Certificate on behalf of the depositing Noteholder (but shall not, save as provided below or in the Conditions, release it) until the Optional Redemption Date (Put), when it shall present such Definitive Note or Individual Note Certificate to itself for payment of the redemption moneys therefor and interest (if any) accrued to such date in accordance with the Conditions and Clause 8 (*Payments to Noteholders*) and pay such amounts in accordance with the directions of the Noteholder contained in the Put Option Notice; *provided, however, that* if, prior to the Optional Redemption Date (Put), such Definitive Note or Notes evidenced by such Individual Note Certificate become immediately due and payable or upon due presentation of such Definitive Note or Individual Note Certificate payment of such redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt and, in the case of an Individual Note Certificate, mail such Note Certificate by uninsured post to, and at the risk of, the Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice. For so long as any outstanding Definitive Note is held by a Paying Agent in accordance with the preceding sentence, the depositor of the relevant Definitive Note, and not the relevant Paying Agent, shall be deemed to be the bearer of such Definitive Note for all purposes. Any Paying Agent which receives a Put Option Notice in respect of Notes represented by a Permanent Global Note shall make payment of the relevant redemption moneys and interest accrued to the Optional Redemption Date (Put) in accordance with the Conditions, Clause 8 (*Payments to Noteholders*) and the terms of the Permanent Global Note or Global Registered Note, as the case may be.

10.3 **Details of exercise**

At the end of any applicable period for the exercise of such option or, as the case may be, not later than 3 days after the latest date for the exercise of such option in relation to a particular date, each Paying Agent shall:

- 10.3.1 In the case of the exercise of an option in respect of a Permanent Global Note or a Definitive Note, promptly notify the Trustee and the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent of the principal amount of the Notes in respect of which such option has been exercised with it together with their certificate or, as the case may be, serial numbers and the Principal Paying Agent or, in the case of CMU Notes, the CMU

Lodging and Paying Agent shall promptly notify such details to the Relevant Issuer; and

- 10.3.2 in the case of the exercise of an option in respect of a Global Registered Note or an Individual Note Certificate, promptly notify the Registrar of the principal amount of the Notes in respect of which such option has been exercised with it together with their certificate or, as the case may be, serial numbers and the Registrar shall promptly notify such details to the Relevant Issuer and the Trustee.

11. APPOINTMENT AND DUTIES OF THE CALCULATION AGENT

11.1 Appointment

Each Issuer and the Guarantor (in respect of the Guaranteed Notes) appoints each of the Principal Paying Agent and the CMU Lodging and Paying Agent at its Specified Office as Calculation Agent in relation to each Series of Notes in respect of which it is named as such in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) for the purposes specified in this Agreement and in the Conditions and all matters incidental thereto.

11.2 Acceptance of appointment

Each of the Principal Paying Agent and the CMU Lodging and Paying Agent accepts its appointment as Calculation Agent in relation to each Series of Notes in respect of which it agrees to be named as such in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto. Each of the Principal Paying Agent and the CMU Lodging and Paying Agent acknowledges and agrees that the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent shall be named in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) as Calculation Agent in respect of each Series of Notes unless the Dealer (or one of the Dealers) through whom such Notes are issued has agreed with the Relevant Issuer (and the Guarantor in respect of the Guaranteed Notes) to act as Calculation Agent or the Relevant Issuer (or the Guarantor in respect of the Guaranteed Notes) otherwise agree to appoint another institution as Calculation Agent.

11.3 Calculations and determinations

The Calculation Agent shall in respect of each Series of Notes in relation to which it is appointed as such:

- 11.3.1 *Determinations:* obtain rates and/or make such determinations, calculations, adjustments, notifications and publications as may be required to be made by it by the Conditions at the times and otherwise in accordance with the Conditions; and
- 11.3.2 *Records:* maintain a record of all amounts, rates and other items determined or calculated by it and make such records available for inspection at all reasonable

times by the Relevant Issuer, the Guarantor (in respect of the Guaranteed Notes) and the Paying Agents.

11.3.3 *Benchmark Amendments*: Notwithstanding any provision of Condition 7(i), if in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under Condition 7(i), the Calculation Agent shall promptly notify the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) and the Independent Adviser thereof and the Relevant Issuer or the Guarantor (in respect of the Guaranteed Notes) and the Independent Adviser shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) and the Independent Adviser thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

12. FEES AND EXPENSES

12.1 Fees

The Relevant Issuer (or, failing whom, the Guarantor in respect of the Guaranteed Notes) shall pay to the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent for account of the Agents (other than the Calculation Agent) such fees as may be agreed from time to time between the Relevant Issuer, the Guarantor (in respect of an issuance by AstraZeneca Finance LLC) and the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent in respect of the services of the Agents (other than the Calculation Agent) hereunder (plus any applicable value added tax). The Relevant Issuer (or, failing whom, the Guarantor in respect of the Guaranteed Notes) shall pay to any Calculation Agent such fees as may be agreed from time to time between the Issuers, the Guarantor (in respect of an issuance by AstraZeneca Finance LLC) and such Calculation Agent in respect of its services hereunder (plus any applicable value added tax).

12.2 Front-end expenses

The Relevant Issuer (or, failing whom, the Guarantor in respect of the Guaranteed Notes) shall on demand reimburse the Principal Paying Agent, the CMU Lodging and Paying Agent, each Paying Agent and each Calculation Agent for all expenses (including, without limitation, legal fees and any publication, advertising, communication, courier, postage and other out-of-pocket expenses) properly incurred in connection with its services hereunder (plus any applicable value added tax) other than such costs and expenses as are separately agreed to be reimbursed out of the fees payable under Clause 12.1 (*Fees*).

12.3 Taxes

The Relevant Issuer (or, failing whom, the Guarantor in respect of the Guaranteed Notes) shall pay all in the United Kingdom, the United States, Belgium or Luxembourg stamp, registration and other taxes and duties (including any interest and penalties

thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Agreement and any letters of appointment under which any Agent is appointed as agent hereunder and the Relevant Issuer (or, failing whom, the Guarantor in respect of the Guaranteed Notes) shall indemnify each Agent on demand against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur or which may be made against it as a result or arising out of or in relation to any failure to pay or delay in paying any of the same. All payments by the Issuers or (as the case may be) the Guarantor under this Clause 12 or Clause 13.5 (*Indemnity in favour of the Agents*) shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United Kingdom, the United States or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Relevant Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in the receipt by the relevant Agent of such amounts as would have been received by it if no such withholding or deduction had been required.

13. TERMS OF APPOINTMENT

- 13.1 Each of the Paying Agents, the Registrar, the Transfer Agents, the Replacement Agents and (in the case of sub-clauses 13.1.4 (*Genuine documents*), 13.1.5 (*Lawyers*) and 13.1.6 (*Expense or liability*) each Calculation Agent) may, in connection with its services hereunder:
- 13.1.1 *Absolute owner:* except as ordered by a court of competent jurisdiction or as required by law and notwithstanding any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof, but subject to sub-clause 8.1.1 (*Replacements*), treat the Holder of any Note or Coupon as the absolute owner thereof and make payments thereon accordingly;
 - 13.1.2 *Correct terms:* assume that the terms of each Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate as issued are correct;
 - 13.1.3 *Determination by Issuer:* refer any question relating to the ownership of any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate or the adequacy or sufficiency of any evidence supplied in connection with the replacement of any of the same to the Relevant Issuer and Guarantor (in respect of the Guaranteed Notes) for determination by the Relevant Issuer and rely upon any determination so made;
 - 13.1.4 *Genuine documents:* rely upon the terms of, and be protected against liability for acting on, any notice, communication or other document reasonably believed by it to be genuine;
 - 13.1.5 *Lawyers:* engage, in accordance with Clause 12.2 (*Front-end expenses*), and pay for the advice or services of any lawyers or other experts whose advice or services it considers necessary and rely upon any advice so obtained (and such

Paying Agent, Registrar, Transfer Agent, Replacement Agent or, as the case may be, such Calculation Agent shall be protected and shall incur no liability as against the Issuers or the Guarantor in respect of any action taken, omitted or suffered to be taken, in accordance with such advice and in good faith);

13.1.6 *Expense or liability:* treat itself as being released from any obligation to take any action hereunder which it reasonably expects will result in any expense or liability to it, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it; and

13.1.7 *Agent Dealings:* Without prejudice to its obligations under this Agreement, any Agent and its officers, directors and employees may become the owner of, and/or acquire any interest in, any Notes, Receipts, Coupons or Talons with the same rights that it or he would have had if the Agent concerned were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuers and may act on, or as depository, trustee or agent for, any committee or body of holders of Notes or Coupons or in connection with any other obligations of the Issuers as freely as if the Agent were not appointed under this Agreement.

13.2 **Extent of Duties**

Each Agent shall only be obliged to perform the duties set out herein and such other duties incidental thereto but no other duties shall be read into this Agreement, the Conditions or the Notes against each Agent. No Agent shall:

13.2.1 *Fiduciary duty:* be under any fiduciary duty or other obligation towards or have any relationship of agency or trust for or with any person other than the Relevant Issuer, the Guarantor (where applicable) or Trustee; or

13.2.2 *Enforceability of any Notes:* be responsible for or liable in respect of the legality, validity or enforceability of any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate or any act or omission of any other person (including, without limitation, any other Agent).

13.3 **Compliance with Applicable Law**

Each Agent may take and instruct any action to be taken which it reasonably considers necessary so as to comply with any applicable law, regulation or request of a public or regulatory authority which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities.

13.4 **Permitted Disclosure**

Each Agent may disclose to any of its affiliates, its head office and any other branch of such Agent, each other party to the Agency Agreement (each a "Party") and any other person:

13.4.1 *Assignments or Transfers:* to (or through) whom any Party assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations

under the Agency Agreement and any other person who accedes to the Agency Agreement; or

13.4.2 *Employees or Officers*: who is an employee or officer of any Party (where such disclosure is reasonably required for the performance of the duties or functions of such Agent or such employee or officer); or

13.4.3 *Professional Advisers*: who is an agent, contractor or third-party service provider to any Party who is or who such Agent has been advised is under a duty of confidentiality to such Party,

such information as it reasonably considers necessary so as to comply with any applicable law, regulation or request of a public or regulatory authority which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities.

13.5 **Indemnity in favour of the Agents**

In relation to an issuance by AstraZeneca PLC, AstraZeneca PLC, as Issuer shall, and in relation to an issuance by AstraZeneca Finance LLC, AstraZeneca Finance LLC as Issuer and AstraZeneca PLC as Guarantor jointly and severally shall indemnify each Agent against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs, other than such costs and expenses as are separately agreed to be reimbursed out of the fees payable under Clause 12.1 (*Fees*) and otherwise than by reason of its own gross negligence, wilful default or fraud, as a result or arising out of or in relation to its acting as the agent of the Relevant Issuer and the Guarantor (in respect of the Guaranteed Notes) in relation to the Notes.

13.6 **Indemnity in favour of each Issuer and the Guarantor**

Each Agent shall severally indemnify each Issuer and the Guarantor against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result of the gross negligence, wilful default or fraud of such Agent or of their respective officers, directors or employees.

13.7 **Consequential Loss**

Notwithstanding the foregoing, under no circumstances will the Agents, the Issuers or the Guarantor be liable to any party to this Agreement for any consequential loss (being loss of business, goodwill, opportunity or profit), even if advised of the possibility of such loss or damage.

13.8 **Survival**

The indemnities contained in Clause 13.5 (*Indemnity in favour of the Agents*) and Clause 13.6 (*Indemnity in favour of each Issuer and the Guarantor*) shall survive the termination or expiry of this Agreement.

13.9 **Customer identification**

If:

13.9.1 the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; or

13.9.2 any change in the status of any Issuer or the Guarantor or the composition of the shareholders of any Issuer or the Guarantor after the date of this Agreement,

obliges a Paying Agent to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the relevant Issuer or the Guarantor, as the case may be, shall promptly upon the request of the Paying Agent supply or procure the supply of such documentation and other evidence as is reasonably requested by the Paying Agent in order for the Paying Agent to carry out and be satisfied that it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations.

14. **CHANGES IN AGENTS**

14.1 **Resignation**

Any Agent may resign its appointment as the agent of the Issuers and the Guarantor hereunder and/or in relation to any Series of Notes upon the expiration of not less than 60 days' notice to that effect by such Agent to the Issuers and the Guarantor (with a copy to the Trustee and, in the case of a Paying Agent or Calculation Agent other than the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent to such Principal Paying Agent or CMU Lodging and Paying Agent, and in the case of an Agent other than the Registrar, to the Registrar) *provided, however, that:*

14.1.1 *Payment date:* if in relation to any Series of Notes any such resignation which would otherwise take effect less than 60 days before or after the maturity date or other date for redemption of such Series or any interest or other payment date in relation to any such Series it shall not take effect, in relation to such Series only, until the thirtieth day following such date;

14.1.2 *Successors:* in respect of any Series of Notes, in the case of the Principal Paying Agent, the CMU Lodging and Paying Agent, the Registrar, the Calculation Agent or the Required Agent, such resignation shall not be effective until a successor thereto has been appointed by the Issuers and the Guarantor as their agent and approved by the Trustee in relation to such Series of Notes or in accordance with clause 14.4 (*Additional and successor agents*) or in accordance with Clause 14.5 (*Agents may appoint successors*) and notice of such appointment has been given in accordance with the Conditions;

14.1.3 *Notice:* notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with the Conditions.

14.2 Revocation

The Issuers and the Guarantor (acting together) may (with the prior written approval of the Trustee) revoke its appointment of any Agent as its agent hereunder and/or in relation to any Series of Notes by not less than sixty days' notice to that effect to such Agent (with a copy to the Trustee and, in the case of a Paying Agent or Calculation Agent other than the Principal Paying Agent or, in the case of CMU Notes, the CMU Lodging and Paying Agent to the Principal Paying Agent or the CMU Lodging and Paying Agent and in the case of an Agent other than the Registrar, to the Registrar) *provided, however, that:*

- 14.2.1 *Successors:* in respect of any Series of Notes, in the case of the Principal Paying Agent, the CMU Lodging and Paying Agent, the Registrar, the Calculation Agent or any Required Agent such revocation shall not be effective until a successor thereto has been appointed by the Issuers and the Guarantor as their agent and previously approved in writing by the Trustee in relation to such Series of Notes; and
- 14.2.2 *Notice:* notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with the Conditions.

14.3 Automatic termination

The appointment of any Agent shall terminate forthwith if:

- 14.3.1 *Incapacity:* such Agent becomes incapable of acting;
- 14.3.2 *Receiver:* a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or any part of the undertaking, assets and revenues of such Agent;
- 14.3.3 *Insolvency:* such Agent admits in writing its insolvency or inability to pay its debts as they fall due;
- 14.3.4 *Liquidator:* an administrator or liquidator of such Agent or the whole or any part of the undertaking, assets and revenues of such Agent is appointed (or application for any such appointment is made);
- 14.3.5 *Composition:* such Agent takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness;
- 14.3.6 *Winding-up:* an order is made or an effective resolution is passed for the winding-up of such Agent; or
- 14.3.7 *Analogous event:* any event occurs which has an analogous effect to any of the foregoing.

If the appointment of the Principal Paying Agent, the CMU Lodging and Paying Agent, Registrar, the Calculation Agent or any Required Agent is terminated in accordance

with this Clause 14.3, the Issuers and the Guarantor (acting together) shall forthwith appoint a successor in accordance with Clause 14.4 (*Additional and successor agents*).

14.4 **Additional and successor agents**

The Issuers and the Guarantor (acting together) may (with the prior written approval of the Trustee) appoint a successor principal paying agent or CMU lodging and paying agent, registrar or calculation agent and additional or successor paying agents and transfer agents and shall forthwith give notice of any such appointment to the continuing Agents, the Noteholders and the Trustee, whereupon the Issuers, the Guarantor, the continuing Agents, the Trustee and the additional or successor principal paying agent, CMU lodging and paying agent, registrar, calculation agent or paying agent, or transfer agent shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

14.5 **Agents may appoint successors**

If the Principal Paying Agent, the CMU Lodging and Paying Agent, Registrar, Calculation Agent Bank or any Required Agent gives notice of its resignation in accordance with Clause 14.1 (*Resignation*) and by the tenth day before the expiry of such notice a successor has not been duly appointed in accordance with Clause 14.4 (*Additional and successor agents*), the Principal Paying Agent or the CMU Lodging and Paying Agent or (as the case may be), Registrar, Calculation Agent or Required Agent may itself, following such consultation with the Issuers and the Guarantor as is practicable in the circumstances and with the prior written approval of the Trustee, appoint as its successor any reputable and experienced financial institution and give notice of such appointment to the Issuers, the Guarantor, the remaining Agents, the Trustee and the Noteholders, whereupon the Issuers, the Guarantor, the remaining Agents, the Trustee and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

14.6 **Release**

Upon any resignation or revocation taking effect under Clause 14.1 (*Resignation*) or 14.2 (*Revocation*) or any termination taking effect under Clause 14.3 (*Automatic termination*), the relevant Agent shall:

14.6.1 *Discharge*: be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to Clause 12.3 (*Taxes*), Clause 13 (*Terms of Appointment*) and this Clause 14);

14.6.2 *Principal Paying Agent's records*: in the case of the Principal Paying Agent, deliver to the Issuers, the Guarantor and to its successor a copy, certified as true and up-to-date by an officer or authorised signatory of the Principal Paying Agent, of the records maintained by it in accordance with Clause 9.1 (*Records*);

14.6.3 *CMU Lodging and Paying Agent's records*: in the case of the CMU Lodging and Paying Agent, deliver to the Issuers, the Guarantor and to its successor a copy, certified as true and up-to-date by an officer or authorised signatory of the

CMU Lodging and Paying Agent, of the records maintained by it in accordance with Clause 9.1 (*Records*) and any CMU Issue Position Reports;

- 14.6.4 *Calculation Agent's records:* in the case of any Calculation Agent, deliver to the Issuers, the Guarantor and its successor a copy, certified as true and up-to-date by an officer or authorised signatory of such Calculation Agent, of the records maintained by it in accordance with Clause 11 (*Appointment and Duties of the Calculation Agent*);
- 14.6.5 *Registrar's records:* in the case of the Registrar, deliver to the Issuers, the Guarantor and its successor a copy, certified as true and up-to-date by an officer or authorised signatory of the Registrar, of the records maintained by it in accordance with Clause 5.1 (*Maintenance of the Register*); and
- 14.6.6 *Moneys and papers:* as soon as reasonably practicable (upon payment to it of any amount due to it in accordance with Clause 12 (*Fees and Expenses*) or Clause 13.5 (*Indemnity in favour of the Agents*)) transfer all moneys and papers (including any unissued Notes held by it hereunder and any documents held by it pursuant to Clause 9.10 (*Documents available for inspection*)) to its successor and, upon appropriate notice, provide reasonable assistance to its successor for the discharge of its duties and responsibilities hereunder.

14.7 **Merger**

Any legal entity into which any Agent or the Trustee is merged or converted or any legal entity resulting from any merger or conversion to which such Agent or (as the case may be) the Trustee is a party shall, to the extent permitted by applicable law, be the successor to such Agent without any further formality, whereupon the Issuers, the Guarantor, the other Agents, the Trustee (if applicable) and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement. Notice of any such merger or conversion shall forthwith be given by such successor to the Issuers, the Guarantor, the other Agents, the Trustee (if applicable) and the Noteholders.

14.8 **Changes in Specified Offices**

If any Agent decides to change its Specified Office (which may only be effected within the same city unless the prior written approval of the Issuers, the Guarantor and the Trustee has been obtained), it shall give notice to the Issuers and the Guarantor (with a copy to the Trustee and the other Agents) of the address of the new Specified Office stating the date on which such change is to take effect, which date shall be not less than 30 days after the date of such notice. The Issuers (or, failing whom, the Guarantor) shall at its own expense not less than 14 days prior to the date on which such change is to take effect (unless the appointment of the relevant Agent is to terminate pursuant to any of the foregoing provisions of this Clause 14 on or prior to the date of such change) give notice thereof to the Noteholders.

14.9 **Relevant Issuer and/or Guarantor's right to redirect**

In the event that the Relevant Issuer or the Guarantor (in respect of Guaranteed Notes determines in its sole discretion that any deduction or withholding for or on account of

any tax will be required by applicable law in connection with any payment due on the Notes, then the Relevant Issuer or the Guarantor (in respect of Guaranteed Notes) will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deductions or withholding, provided that, any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement and Trust Deed. The Relevant Issuer or the Guarantor (in respect of Guaranteed Notes) will promptly notify the relevant Agent of any such redirection or reorganisation.

15. NOTICES

15.1 All notices and communications hereunder shall be made in writing (by letter or email), shall be effective upon receipt by the addressee and shall be sent as follows:

15.1.1 if to the Issuers at:

Address: AstraZeneca PLC
1 Francis Crick Avenue
Cambridge Biomedical Campus
Cambridge
CB2 0AA

Email: aztbo@astrazeneca.com
Attention: Group Treasurer

AstraZeneca Finance LLC

Address: AstraZeneca Finance LLC
1 Francis Crick Avenue
Cambridge Biomedical Campus
Cambridge
CB2 0AA

Email: david.e.white@astrazeneca.com
Attention: The Treasurer
With copy to aztbo@astrazeneca.com

15.1.2 if to the Guarantor to it at:

Address: AstraZeneca PLC
1 Francis Crick Avenue
Cambridge Biomedical Campus
Cambridge
CB2 0AA

Email: aztbo@astrazeneca.com
Attention: Group Treasurer

15.1.3 if to the Principal Paying Agent, the CMU Lodging and Paying Agent, the Registrar, a Paying Agent or a Transfer Agent to it at the address or email address specified against its name in Schedule 2 (*The Specified Offices of the Agents*)

or, in any case, to such other address or email address or for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

15.2 **Effectiveness**

Every notice or communication sent in accordance with Clause 15.1 (Notices) shall be effective upon receipt by the addressee, provided, however, that any such notice or communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

16. **LAW AND JURISDICTION**

16.1 **Governing law**

This Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

16.2 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.

16.3 **Appropriate forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

16.4 **Rights of the Agents to take proceedings outside England**

Clause 16.2 (*English courts*) is for the benefit of the Agents and the Trustee only. Notwithstanding Clause 16.2 (*English courts*), the Agents or the Trustee may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Agents or the Trustee may take concurrent Proceedings in any number of jurisdictions.

16.5 **Process Agent**

AstraZeneca Finance LLC irrevocably and unconditionally appoints AstraZeneca PLC at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, CB2 0AA at its registered office for the time being as its agent for service of process in England in respect of any Proceedings and undertakes that in the event of it ceasing so to act it will appoint such other person with a registered office in England as its agent for service of process.

17. **CONTRACTUAL RECOGNITION OF BAIL-IN**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between each BRRD Party and each

BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the relevant BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of such BRRD Liability or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of such BRRD Liability into shares, other securities or other obligations of the relevant BRRD Party or another person, and the issue to or conferral on each BRRD Counterparty of such shares, securities or obligations;
 - (iii) the cancellation of such BRRD Liability;
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;
- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For the purposes of this section:

"Bail-in Legislation" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

"Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"BRRD Counterparty" means each party to this Agreement, as the case may be, other than the relevant BRRD Party, that is a counterparty to any BRRD Party.

"BRRD Liability" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised.

"BRRD Party" means any party to this Agreement subject to the Bail-in Legislation.

"EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at the LMA website under EU Bail-in Legislation Schedule.

"Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant BRRD Party.

18. **MODIFICATION**

For the avoidance of doubt, this Agreement may be amended by further agreement among the parties hereto and without the consent of the Noteholders.

19. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall constitute one and the same binding agreement between the parties. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures, including those created or transmitted through a software platform or application, shall be deemed original signatures for purposes of this Agreement and all other related documents and all matters and agreements related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

20. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Each party understands and agrees that its electronic signature manifests its consent to be bound by all terms and conditions set forth in this Agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

SCHEDULE 1
DUTIES UNDER THE ISSUER-ICSDS AGREEMENTS

In relation to each Tranche of Bearer Notes that are, or are to be, represented by an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS, the Principal Paying Agent or the Registrar will comply with the following provisions:

1. *Initial issue outstanding amount:* The Principal Paying Agent or the Registrar will inform each of the ICSDs, through the Common Service Provider appointed by the ICSDs to service the Notes, of the initial issue outstanding amount (the "IOA") for such Tranche on or prior to the relevant Issue Date.
2. *Mark up or mark down:* If any event occurs that requires a mark up or mark down of the records which an ICSD holds for its customers to reflect such customers' interest in the Notes, the Principal Paying Agent or the Registrar will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to the ICSDs (through the Common Service Provider) to ensure (i) that the IOA of any NGN Temporary Global Notes or NGN Permanent Global Notes, as set out in the records of Euroclear and Clearstream, Luxembourg, or (ii) the IOA of any Global Registered Note held under the NSS, as reflected in the records of Euroclear and Clearstream, Luxembourg remains at all times accurate.
3. *Reconciliation of records:* The Principal Paying Agent or the Registrar will at least once every month reconcile its record of the IOA of the Notes with information received from the ICSDs (through the Common Service Provider) with respect to the IOA maintained by the ICSDs for the Notes and will promptly inform the ICSDs (through the Common Service Provider) of any discrepancies.
4. *Resolution of discrepancies:* The Principal Paying Agent or the Registrar will promptly assist the ICSDs (through the Common Service Provider) in resolving any discrepancy identified in the IOA of Notes any NGN Temporary Global Notes or NGN Permanent Global Notes or in the records reflecting the IOA of any Global Note held under the NSS.
5. *Details of payments:* The Principal Paying Agent or the Registrar will promptly provide the ICSDs (through the Common Service Provider) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).
6. *Change of amount:* The Principal Paying Agent will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.
7. *Notices to Noteholders:* The Principal Paying Agent or the Registrar will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) copies of all information that is given to the Holders of the Notes.

8. *Communications from ICSDs:* The Principal Paying Agent or the Registrar will promptly pass on to the Relevant Issuer and the Guarantor (in respect of an issuance by AstraZeneca Finance LLC) all communications it receives from the ICSDs directly or through the Common Service Provider relating to the Notes.
9. *Default:* The Principal Paying Agent or the Registrar will (to the extent known to it) promptly notify the ICSDs (through the Common Service Provider) of any failure by the Relevant Issuer or, failing whom, the Guarantor (in respect of an issuance by AstraZeneca Finance LLC) to make any payment or delivery due under the Notes when due.

SCHEDULE 2
THE SPECIFIED OFFICES OF THE AGENTS

The Principal Paying Agent:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

Email: tss-gds.eur@db.com
Attention: The Managing Director – Trust & Securities Services

The CMU Lodging and Paying Agent:

Deutsche Bank AG, Hong Kong Branch
Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

Email: debtagency.hkcsgr@list.db.com
Attention: Corporate Trust, Trust and Agency Services

The ICSD Registrar:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 24th Floor
Mail Stop: NYC60 – 2405
New York, New York 10005
USA

Facsimile: (732) 578-4638
Attention: Corporates Team, AstraZeneca S22258

The CMU Registrar:

Deutsche Bank AG, Hong Kong Branch
Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

Email: debtagency.hkcsgr@list.db.com
Attention: Corporate Trust, Trust and Agency Services

The Transfer Agents:

In respect of Notes other than CMU Notes

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

Email: tss-gds.eur@db.com
Attention: The Managing Director – Trust & Securities Services

In respect of CMU Notes

Deutsche Bank AG, Hong Kong Branch
Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

Email: hk.csg@list.db.com
Attention: Corporate Trust, Trust and Agency Services

The Trustee:

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London EC2N 2DB

Email: tss-gds.eur@db.com
Attention: The Managing Director – Trust & Securities Services

Calculation Agent:

In respect of Notes other than CMU Notes

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

Email: tss-gds.eur@db.com
Attention: Rate Fix Department

In respect of CMU Notes

Deutsche Bank AG, Hong Kong Branch
Level 60 International Commerce Centre
1 Austin Road West
Kowloon

Hong Kong

Email: hk.csg@list.db.com

Attention: Corporate Trust, Trust and Agency Services

With a copy to:

Email: hk.csg@list.db.com

Attention: Rate Fix Department

SCHEDULE 3
FORM OF CALCULATION AGENT APPOINTMENT LETTER

[On letterhead of the Issuer]

*[for use if the Calculation Agent is **not** a Dealer]*

[Date]

[Name of Calculation Agent]

[Address]

ASTRAZENECA PLC and AstraZeneca Finance LLC
U.S.\$10,000,000,000 Euro Medium Term Note Programme
Guaranteed by AstraZeneca PLC in the case of Notes issued by AstraZeneca Finance LLC

We refer to an amended and restated agency agreement dated 24 May 2021 entered into in respect of the above Euro Medium Term Note Programme (as amended, supplemented or restated from time to time, the "**Agency Agreement**") between [AstraZeneca PLC/AstraZeneca Finance LLC] as Issuers, AstraZeneca PLC as Guarantor, Deutsche Bank AG, London Branch as Principal Paying Agent, Deutsche Bank AG, Hong Kong Branch as CMU Lodging and Paying Agent and certain other financial institutions named therein, a copy of which has been supplied to you by us.

All terms and expressions which have defined meanings in the Agency Agreement shall have the same meanings when used herein.

EITHER

[We hereby appoint you as Calculation Agent at your specified office detailed in the Confirmation as our agent in relation to [*specify relevant Series of Notes*] (the "**Notes**") upon the terms of the Agency Agreement for the purposes specified in the Agency Agreement and in the Conditions and all matters incidental thereto.]

OR

[We hereby appoint you as Calculation Agent at your specified office detailed in the Confirmation set out below as our agent in relation to each Series of Notes in respect of which you are named as Calculation Agent in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) upon the terms of the Agency Agreement and (in relation to each such Series of Notes) in the Conditions and all matters incidental thereto.]

We hereby agree that, notwithstanding the provisions of the Agency Agreement or the Conditions, your appointment as Calculation Agent may only be revoked in accordance with Clause 14.2 (*Revocation*) thereof if you have been negligent in the exercise of your obligations thereunder or have failed to exercise or perform your obligations thereunder.

Please complete and return to us the Confirmation on the copy of this letter duly signed by an authorised signatory confirming your acceptance of this appointment.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law and the provisions of Clause 16 (*Law and Jurisdiction*) of the Agency Agreement shall apply to this letter as if set out herein in full.

A person who is not a party to the agreement described in this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such agreement.

Yours faithfully

[AstraZeneca PLC/AstraZeneca Finance LLC as the Relevant Issuer]

By:

[AstraZeneca PLC as Guarantor]

By:

FORM OF CONFIRMATION

EITHER

We hereby accept our appointment as Calculation Agent of the Relevant Issuer [and the Guarantor] in relation to the Notes, and shall perform all matters expressed to be performed by the Calculation Agent in, and shall otherwise comply with, the Conditions and the provisions of the Agency Agreement and, in connection therewith, shall take all such action as may be incidental thereto.

OR

We hereby accept our appointment as Calculation Agent of the Relevant Issuer [and the Guarantor] in relation to each Series of Notes in respect of which we are named as Calculation Agent in the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be) and shall perform all matters expressed to be performed by the Calculation Agent in, and shall otherwise comply with (in relation to each such Series of Notes) the Conditions and the provisions of the Agency Agreement and, in connection therewith, shall take all such action as may be incidental thereto.

For the purposes of [the Notes] [each such Series of Notes] and the Agency Agreement our specified office and communication details are as follows:

Address: []

Email: []

Attention: []

[*Calculation Agent*]

By:

Date:

**SCHEDULE 4
FORM OF PUT OPTION NOTICE**

To: [Paying Agent]

**ASTRAZENECA PLC
ASTRAZENECA FINANCE LLC**

**U.S.\$10,000,000,000
Euro Medium Term Note Programme
guaranteed by
AstraZeneca PLC (in respect of notes issued by AstraZeneca Finance LLC)**

PUT OPTION NOTICE¹

OPTION 1 (DEFINITIVE NOTES) - [complete/delete as applicable]

By depositing this duly completed Notice with the above Paying Agent in relation to [specify relevant Series of Notes] (the "Notes") in accordance with Condition 9(f) (*Redemption at the option of Noteholders*), the undersigned Holder of the Notes specified below and deposited with this Put Option Notice exercises its option to have such Notes redeemed in accordance with Condition 9(f) (*Redemption at the option of Noteholders*) on [date].

This Notice relates to the Note(s) bearing the following certificate numbers and in the following denominations:

Certificate Number	Denomination
.....
.....
.....

OPTION 2 (INDIVIDUAL NOTE CERTIFICATES) - [complete/delete as applicable]

By depositing this duly completed Notice with the above Paying Agent in relation to [specify relevant Series of Notes] (the "Notes") in accordance with Condition 9(f) (*Redemption at the option of Noteholders*), the undersigned Holder of the principal amount of Notes specified below and evidenced by the Individual Note Certificate(s) referred to below and presented with this Put Option Notice exercises its option to have such Notes redeemed in accordance with Condition 9(f) (*Redemption at the option of Noteholders*) on [date].

¹The Put Option Notice, duly completed and executed, should be deposited at the specified office of any Paying Agent. If the relevant Notes are in definitive form, such Definitive Notes and all Coupons relating thereto and maturing after the date fixed for redemption should be deposited with the Put Option Notice. If the relevant Notes are in global form, the Put Option Notice should be submitted in accordance with the operating rules and regulations of the relevant clearing system and, if possible, the relevant interests in the relevant Global Note should be blocked to the satisfaction of the relevant Paying Agent.

This Notice relates to Note(s) in the aggregate principal amount of [currency].....
evidenced by Individual Note Certificates bearing the following serial numbers:

.....
.....
.....

Payment should be made by [complete and delete as appropriate]:

- [currency] cheque drawn on a bank in [currency centre] and in favour of [name of payee] and mailed at the payee's risk by uninsured airmail post to [name of addressee] at [addressee's address].

OR

- transfer to [details of the relevant account maintained by the payee] with [name and address of the relevant bank].

OPTION (INDIVIDUAL NOTE CERTIFICATES) - [complete/delete as applicable]

If the Individual Note Certificates referred to above are to be returned to the undersigned in accordance with the Conditions and the Agency Agreement relating to the Notes, they should be returned by post to:

.....
.....
.....

The undersigned acknowledges that any Individual Note Certificates so returned will be sent by uninsured airmail post at the risk of the registered Holder.

Name of Holder:

Signature of Holder:

[END OF OPTIONS]

Payment should be made by [complete and delete as appropriate]:

- [currency] cheque drawn on a bank in [currency centre] and in favour of [name of payee] and mailed at the payee's risk by uninsured airmail post to [name of addressee] at [addressee's address].]

OR

- transfer to [*details of the relevant account maintained by the payee*] with [*name and address of the relevant bank*].]

All notices and communications relating to this Put Option Notice should be sent to the address specified below.

Name of holder:

Contact details:

.....

.....

Signature

of holder:

Date:

[*To be completed by Paying Agent:*]

Received by:

[*Signature and stamp of Paying Agent:*]

At its office at

.....

On

THIS NOTICE WILL NOT BE VALID UNLESS ALL OF THE PARAGRAPHS REQUIRING COMPLETION HAVE BEEN DULY COMPLETED.

**SCHEDULE 5
FORM OF PUT OPTION RECEIPT**

**ASTRAZENECA PLC
ASTRAZENECA FINANCE LLC**

**U.S.\$10,000,000,000
Euro Medium Term Note Programme
guaranteed by
AstraZeneca PLC (in respect of notes issued by AstraZeneca Finance LLC)**

PUT OPTION RECEIPT²

OPTION 1 (DEFINITIVE NOTES)

We hereby acknowledge receipt of a Put Option Notice relating to [*specify relevant Series of Notes*] (the "**Notes**") having the certificate number(s) [and denomination(s)] set out below. We will hold such Note(s) in accordance with the terms of the Conditions of the Notes and the amended and restated agency agreement dated 24 May 2021 relating thereto (as amended, supplemented or restated from time to time, the "**Agency Agreement**").

In the event that, pursuant to such Conditions and the Agency Agreement, the depositor of such Note(s) becomes entitled to their return, we will return such Definitive Note(s) to the depositor against presentation and surrender of this Put Option Receipt.

Certificate Number	Denomination
.....
.....
.....

OPTION 2 (INDIVIDUAL NOTE CERTIFICATES)

We hereby acknowledge receipt of a Put Option Notice relating to [*specify relevant Series of Notes*] (the "**Notes**") having the principal amount specified below and evidenced by the Individual Note Certificate(s) referred to below. We will hold such Individual Note Certificate(s) in accordance with the terms of the Conditions of the Notes and the Agency Agreement dated [*date*] relating thereto.

In the event that, pursuant to such Conditions and the Agency Agreement, the Noteholder becomes entitled to the return of such Individual Note Certificate(s), we will return such Individual Note Certificate(s) to the Noteholder by uninsured post to, and at the risk of, the Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice.

² A Receipt will only be issued in the case of a Definitive Note.

Certificate Number

Denomination

.....
.....
.....

END OF OPTIONS

Dated: [*date*]

**[DEUTSCHE BANK AG, LONDON BRANCH/
[CMU LODGING AND PAYING AGENT]]**

By:

duly authorised

SCHEDULE 6
REGULATIONS CONCERNING TRANSFER AND REGISTRATION OF
REGISTERED NOTES

1. Subject to paragraph 4 and paragraph 11 below, Registered Notes may be transferred by execution of the relevant form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. Where the form of transfer is executed by an attorney or, in the case of a corporation, under seal or under the hand of two of its officers duly authorised in writing, a copy of the relevant power of attorney certified by a financial institution in good standing or a notary public or in such other manner as the relevant Registrar may require or, as the case may be, copies certified in the manner aforesaid of the documents authorising such officers to sign and witness the affixing of the seal must be delivered with the form of transfer. In this Schedule, "**transferor**" shall, where the context permits or requires, include joint transferors and shall be construed accordingly.
2. The Note Certificate issued in respect of the Registered Notes to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed, at the Specified Office of the Registrar or any Transfer Agent, and together with such evidence as the Registrar or (as the case may be) the relevant Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Registered Note shall conform to any list of duly authorised specimen signatures supplied by the Holder of such Note or be certified by a financial institution in good standing, notary public or in such other manner as the Registrar or such Transfer Agent may require.
3. No Noteholder may require the transfer of a Registered Note to be registered during the period of 15 calendar days ending on the due date for any payment of principal or interest in respect of such Note.
4. No Noteholder which has executed a Form of Proxy in relation to a Meeting of Holders of Registered Notes may require the transfer of a Note covered by such Form of Proxy to be registered until the earlier of the conclusion of the Meeting and its adjournment for want of a quorum.
5. The executors or administrators of a deceased Holder of a Registered Note (not being one of several joint Holders) and, in the case of the death of one or more of several joint Holders, the survivor or survivors of such joint Holders, shall be the only persons recognised by the Relevant Issuer and the Guarantor as having any title to such Registered Note.
6. Any person becoming entitled to any Registered Notes in consequence of the death or bankruptcy of the Holder of such Registered Notes may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Registrar or the relevant Transfer Agent may require (including legal opinions), become registered himself as the Holder of such Notes or, subject to the provisions of these Regulations, the Notes and the Conditions as to transfer, may transfer such Registered Notes. The Relevant Issuer, the Guarantor (in respect of an

issuance by AstraZeneca Finance LLC), the Transfer Agents, the Registrar and the Paying Agents shall be at liberty to retain any amount payable upon the Registered Notes to which any person is so entitled until such person is so registered or duly transfers such Notes.

7. Unless otherwise required by him and agreed by the Relevant Issuer, the Guarantor (in respect of an issuance by AstraZeneca Finance LLC) and the Registrar, the Holder of any Notes shall be entitled to receive only one Note Certificate in respect of his holding.
8. The joint Holders of any Registered Note shall be entitled to one Note Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint Holder whose name appears first in the Register in respect of the joint holding.
9. Where there is more than one transferee (to hold other than as joint Holders), separate forms of transfer (obtainable from the Specified Office of the Registrar or any Transfer Agent) must be completed in respect of each new holding.
10. A Holder of Registered Notes may transfer all or part only of his holding of Notes provided that both the principal amount of Notes transferred and the principal amount of the balance not transferred are a Specified Denomination. Where a Holder of Registered Notes has transferred part only of his holding of Registered Notes, a new Note Certificate in respect of the balance of such holding will be delivered to him.
11. The Relevant Issuer, the Guarantor (in respect of an issuance by AstraZeneca Finance LLC), the Transfer Agents and the Registrar shall, save in the case of the issue of replacement Registered Notes pursuant to Condition 15 (*Replacement of Notes*), make no charge to the Holders for the registration of any holding of Registered Notes or any transfer thereof or for the issue of any Registered Notes or for the delivery thereof at the Specified Office of any Transfer Agent or the Registrar or by uninsured post to the address specified by the Holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the Holder or the transferee thereof as the Registrar or the relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.
12. Provided a transfer of a Registered Note is duly made in accordance with all applicable requirements and restrictions upon transfer and the Note(s) transferred are presented to a Transfer Agent and or the Registrar in accordance with the Agency Agreement and these Regulations, and subject to unforeseen circumstances beyond the control of such Transfer Agent or the Registrar arising, such Transfer Agent or the Registrar will, within five business days of the request for transfer being duly made, deliver at its Specified Office to the transferee or despatch by uninsured post (at the request and risk of the transferee) to such address as the transferee entitled to the Registered Notes in relation to which such Note Certificate is issued may have specified, a Note Certificate in respect of which entries have been made in the Register, all formalities complied with and the name of the transferee completed on the Note Certificate by or on behalf of the Registrar; and, for the purposes of this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the cities in which the Registrar and (if applicable) the relevant Transfer Agent have their respective Specified Offices.

SIGNATURES

The Issuers

ASTRAZENECA PLC

By: Jonathan Slade

ASTRAZENECA FINANCE LLC

By: David E. White

The Guarantor

ASTRAZENECA PLC

By: Jonathan Slade

The Principal Paying and Calculation Agent and the ICSD Transfer Agent

DEUTSCHE BANK AG, LONDON BRANCH

By: Paul Yetton and David Contino

The CMU Lodging and Paying Agent, CMU Transfer Agent and Calculation Agent

DEUTSCHE BANK AG, HONG KONG BRANCH

By: Christina Nip and Wang Yaohui

The ICSD Registrar

For and on behalf of

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: Robert Peschler and Bridgette Casanovas

The CMU Registrar

For and on behalf of

DEUTSCHE BANK AG, HONG KONG BRANCH

By: Christina Nip and Wang Yaohui

The Trustee

DEUTSCHE TRUSTEE COMPANY LIMITED

By: Paul Yetton and David Contino